

THE Hongkong Weekly Press

AND

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MARRIAGES.

At St. John's Cathedral, Hongkong, on Thursday, the 2nd December, 1897, by the Rev. R. F. Cobbold, M.A., CHARLES HENRY GRACE to ELLEN (NELLIE) BLANCHE PEARSON, eldest daughter of William Pearson, of London.

On the 2nd December, 1897, at H.B.M.'s Consulate-General, Shanghai, by Sir Nicholas J. Hannen, and afterwards at the Cathedral, by the Rev. H. C. Hodges, M.A., ALFRED ROUGH FULLERTON, of Shanghai, to MARY MAUDE QUELCH, eldest daughter of Charles Berwick QUELCH, of Shanghai.

DEATHS.

On the 28th November, at the International Hospital, Nagasaki, H. F. SOMMER, late Captain China Mutual Steamship Navigation Company's steamer *Oopack*.

At Hongkong, on the 5th December, from the result of an accident, ROBERT HOWAT TORRANCE, chief engineer of the steamer *Honam*, a native of Kilmarnock, aged 32 years. Scotch papers please copy.

ARRIVALS OF MAILS.

The French mail of the 5th November arrived, per M. M. steamer *Saghalien*, on the 6th December (31 days).

EPITOME OF THE WEEK.

Mr. H. S. Wilkinson has been confirmed in the post of Judge of H.B.M.'s Court for Japan.

Mr. Cecil Holliday has been unanimously elected Commandant of the Shanghai Volunteer Corps.

The new Chinese Minister to Berlin is proceeding to his post by the German mail steamer *Bayern*.

Bishop and Mrs. Burdon are booked to leave London for Hongkong by the P. & O. steamer *Borneo* on the 11th December.

The scarcity of silver at Shanghai and Hongkong is seriously hampering business and depressing the value of all securities.

Major Retallick, in command of the Hongkong Regiment, is to have the local rank of Lieut-Colonel. Captain Berger becomes second in command.

Sir William Robinson, G.C.M.G., retires from the Government of Hongkong on the 1st February. His successor is to be Sir Henry Blake, Governor of Jamaica.

Mr. Karl Frossel, agent of the Hooley-Jameson Syndicate, returned to Shanghai on the 30th November and, the *China Gazette* says, is well pleased with the results of his mission.

The *Singapore Free Press* hears that the West Yorkshire Regiment is only to stay a year at Singapore, owing to dislocation of the relief arrangements to suit a battalion in India. The West Yorks will go to India early in 1899.

The British Minister at Peking has declined to take up the case of a Straits born Chinaman, travelling under a Straits passport, who has been imprisoned at Amoy. The reason of the Minister's refusal is that the man had neglected to register himself at the Consulate until he got involved in a law suit.

The Shanghai Branch of the China Association held a Committee meeting on the 2nd December to consider the political situation and its influence upon British interests. It was decided to represent the Committee's views by telegram to the home authorities, the British Minister in Peking, and the Hongkong Branch.

We hear that instructions have been received that no work is to be undertaken on board the *Centurion* that would detain her in port for more than forty-eight hours and that her bunkers are full of coal. The other vessels of the fleet are also reported to be under orders to be in readiness to put to sea at short notice.

The China Branch of the Royal Asiatic Society is going to welcome the three round-the-world cyclists on their arrival in Shanghai by entertaining them at a public dinner. Sir Nicholas Hannen, Messrs. C. Holliday, Gumpert, Charles Dowdall, and Firth were elected to form a reception and entertainment committee.

The *Chung Ngai San Po* contains a paragraph stating that it is reported that Liu Yung-fu, the ex-Black Flag Chief has, through the petition of H.E. Chan Chih-tung, been promoted to be Generalissimo of the armies of the five provinces of Nam Yeung, namely, Kwangtung, Fokien, Chekiang, Kiangsu, and Hunan.

The *Kobe Chronicle* of the 29th November says:—The many friends of Captain H. F. Sommer, who for many years has been in the service of the China Mutual Steamship Company, will regret to learn that the illness from which he has recently been suffering terminated fatally yesterday. It will be remembered that when the *Oopack* was here about two months ago Captain Sommer had a paralytic stroke and was taken to the International Hospital. He was found also to be suffering from Bright's disease and other complications, we believe, and death resulted yesterday. Captain Sommer was married, and the sympathy of the deceased's many friends will be extended to his widow in England.

The Haiphong Chamber of Commerce held a special meeting on the 23rd November to consider a new tax proposed to be placed on tobacco, cigars, and cigarettes, and it was unanimously resolved to protest against the impost.

Sir Nowell Salmon, R.N., and Lady Salmon are on a visit to Japan. Sir Nowell Salmon was Commander-in-chief of the British squadron in Chinese waters in 1890 and 1891, and was highly esteemed by all who were honoured with his acquaintance. He will no doubt be warmly welcomed. Sir Nowell won that coveted order the Victoria Cross, and he is a G.C.B. and A.D.C. Upon him devolved all arrangements in connection with the Naval procession at the Jubilee, a task which he executed in a most efficient manner.—*Japan Gazette*.

In view of the contradictory reports that come to hand it is difficult to arrive at the exact position of affairs in Luzon, but that the rebellion is still active is evident from the fact that in a decree issued the other day a line is laid down marking off the districts in revolt. This line it is forbidden to cross without special permission, and persons doing so are to be tried by summary court martial as traitors or spies. The latest papers received also contain an account of an affair in which the Spaniards in dislodging a party of rebels from a strong position on Mount Arayat lost twenty killed and forty-six wounded. Of the rebels ninety-four were left dead on the field and their total losses are supposed to have been much heavier.

The *Siam Free Press* states, on the authority of information from a private source in England, that the Siam Exploring Company has obtained a concession for the construction of a railway to Chiangmai, and that it was also negotiating for the construction of waterworks for Bangkok. The same Company is reported to have other valuable schemes in hand. On inquiry from the local agents of the Company our contemporary was informed that they had no information as to the waterworks or the other important concessions. Our own information, says the *Free Press*, comes from a gentleman pecuniarily interested in the Company and on excellent terms with the board of directors, who, we presume, would not make light statements on matters of so grave importance.

Sensational reports have been received from the North through a channel believed to be reliable to the effect that an agreement has been arrived at between Russia, France, and Germany under which Russia is to annex Korea, Manchuria, and Chihli, Germany the Shantung province, and France the province of Fokien and the island of Formosa. Probably an agreement of some kind has been arrived at between the Powers named with reference to their policy in the Far East, but the sweeping terms of the above report bear on their face an appearance of exaggeration. The matter has been deemed of such importance, however, that meetings of the Committees of the China Association have been held with reference to it both at Hongkong and Shanghai. What is known as a fact is that Germany has demanded a monopoly of railway construction and mining rights in Shantung, and on the 3rd December a force landed from the fleet at Kiaochau Bay and took possession of the city of the same name. The Chinese retired without offering opposition.

THE BREAKING-UP OF CHINA.

Important developments are taking place in the Far East. The news that Russia, Germany, and France have agreed upon a joint policy and that each is to take a slice of territory is surprising only by reason of its suddenness. The breaking up of China has been predicted for years past and the events of the last few years have strengthened the popular disbelief in the stability of the existing Government. It was not generally anticipated, however, that the end was quite so near, or that it would be brought about in precisely the way the news published to-day would seem to indicate. We do not think that news is to be discredited in the main, though no doubt it should be read with some modification of detail. Germany has already taken possession of Kiaochau Bay and is likely to remain there; but the report that she is to annex the whole province of Shantung we should be inclined to regard as premature, the fact probably being that she simply intends, with the concurrence and support of France and Russia, to make her influence predominant in the control and development of the province while leaving the native administration in operation under German guidance. Russia is already predominant in Manchuria and is rapidly becoming so in Korea, and in time no doubt those countries will become Russian in name and fact, but whether formal annexation is to be entered on immediately seems still problematical. As to France taking Fokien and Formosa, it is rather difficult to know what she could do with the first named province or how she would maintain the necessary force to hold it in subjection; while with regard to Formosa, while the Chinese inhabitants of that island might possibly welcome any European Power as their masters instead of Japan, it would be no light task to dispossess the latter Power by force, and she would hardly yield, without a struggle, even to the combined pressure of Russia, Germany, and France. It would seem, however, that a conflict between Russia and Japan cannot be long delayed, and Germany and France have no doubt agreed to give their support to Russia, France taking Formosa as her reward should Japan be crushed.

In the event of any breaking up of China the province of Kwangtung and the Yangtze Valley should fall to the share of England. It is satisfactory to note that in the programme credited to the Tripartite Alliance neither of these regions is included, a fact which may perhaps be taken to indicate that the Powers concerned wish to carry out their designs without coming into direct conflict with British interests. If it be true that France is to have Fokien, that would be a wedge interposed between our northern and southern spheres of influence, and in that respect would be unwelcome, which is possibly the chief reason why it has been selected, but the difficulties arising on that score may be left to be dealt with when they arise. Although no official information has been received in Hongkong, so far as can be ascertained, as to the programme attributed to Russia, Germany, and France, it has for some time past been understood that important developments might shortly be expected, and the fleet has, we hear, been warned to hold itself in readiness. That it will be called upon to do anything more than police duty for the protection of British interests is, however, improbable, as it is not likely England would go to war for the protection of China, and, however much we might sympathise with Japan, we are not called upon to fight her battles for her. If

the programme attributed to the three Powers were carried out in its entirety it would not necessarily be prejudicial to our commercial interests, and our political interests would be better served by looking to our own development and taking what we require for ourselves than by trying to put spokes in the wheels of our neighbours.

What China may have to say as regards the disposition of her territory is a matter of small importance. Her extreme weakness is shown by the fact that in this hour of her extreme peril the veteran LIU YUNG-FU, the old Black Flag leader, has been called from his retirement, being regarded by the Chinese as their ablest warrior, because he gave the French a little trouble in guerilla warfare amongst the mountain fastnesses of the Tonkin border. It was LIU who went to Formosa to hold the island against the Japanese and who distinguished himself by running away when the enemy approached. He has never given evidence of military capacity and is now, we hear, a decrepit old man, almost bed-ridden and having to be carried in a litter when he wishes to move from place to place. Such is the man who has been selected to turn the Germans out of Kiaochau. A couple of gunboats have been sent to escort him to Canton from his home in Kwangsi.

**THE GERMAN DEMANDS ON
CHINA AND THE POLICY
OF GREAT BRITAIN.**

Reuter's telegram published in another column gives further particulars of the German demands on China. These include a large indemnity, the erection of a Cathedral, the punishment of the officers responsible for the recent outrage, a railway monopoly in Shantung, and the cession of Kiaochau as a coaling station. China's finances are in rather an embarrassed position at present, but no doubt the indemnity will be duly arranged, as also the erection of a Cathedral and the punishment of the guilty officers. The cession of Kiaochau is evidently a bitter pill, but that, too, will have to be swallowed. China's refusal to discuss the demands until Kiaochau is evacuated is a mere piece of bluff, for she has no option but to submit, or, if she attempts resistance, it will only go to swell the amount of the bill she will ultimately have to pay. The demands also include a railway monopoly in Shantung, which is probably the foundation for the report received from the North the other day to the effect that the province was to be annexed outright. If annexation were intended the present would be a good opportunity to enforce it, but it will probably serve Germany's purpose better for the time being to establish a virtual protectorate over the province, allowing the nominal sovereignty still to remain with China. This would lead to the development of the province's resources and a large extension of its foreign trade, and when China breaks up the territory would fall naturally to the share of Germany.

It has been the policy of Great Britain hitherto to support the integrity of China, and it is the scrupulous observance of that policy that has hitherto chiefly stood in the way of the acquisition of the small strip of territory necessary for the rectification of the boundary of this colony. The policy may originally have been a good one in the abstract, but if the other Powers refuse to adopt it, and act in direct opposition to it, it is impossible for Great Britain to maintain it alone, and we must play for our own hand according to the reshuffling of the cards. If the time for the deposition of the Chinese

Government and the carving up of the empire is not yet quite ripe steps ought at least to be taken to secure an indefeasible lien on whatever territory Great Britain may deem it necessary to acquire ultimately for the protection of her vast commercial interests in the country. Also, as the goodwill of Great Britain must still count for something in connection with the schemes of the other Powers, guarantees against differential tariffs should be sought. Provided we are allowed to compete on equal terms the establishment of Russian sovereignty in Manchuria and of German sovereignty in Shantung would be greatly to the advantage of trade in general, including British trade. Another question that suggests itself is whether the time has not arrived when Great Britain should abandon her attitude of neutrality in respect of the allotment of railway concessions and insist upon having a fair share for her own nationals. Russia by diplomatic pressure has secured a monopoly of railway construction in Manchuria, France by the same means has secured for a French Company a contract for railway construction in Kwangsi, and now we find Germany demanding a railway monopoly in Shantung. Hitherto England has used no pressure to secure railway contracts, but has left China free to dispose of them as she thought best, which means simply giving them to the parties that can secure the strongest diplomatic support; and other nations have had no scruple or hesitation in using their diplomacy for that purpose. Great Britain's policy of neutrality in the matter may be very dignified, but so far does not seem to have been very profitable. If other nations are to insist upon having railway monopolies would it not be well for Great Britain to secure a monopoly of railway construction, say, in Mid-China and the province of Kwangtung?

**RUSSIA'S COMMERCIAL METHODS
IN ASIATIC COUNTRIES**

An article in the *Times of India* bears the ominous title "Our Vanishing Trade with Central Asia." The cause of the vanishing is Russian competition, and in view of Russia's advance in Manchuria and Korea it is well that merchants of other nationalities should take note of the changes that have taken place in other territories that have come under her influence. The Russian communications with Central Asia are in general superior to those of India and are becoming still more so as the Siberian Railway progresses. With that phase of the subject, however, we do not propose to deal, but simply to note the commercial and fiscal arrangements by which Russia is ousting the British and Indian trade. The question of communications is a matter for the Indian Government to deal with, and no doubt efforts to place India as nearly as possible on an equality with Russia in that respect, by the improvement of the roads over the mountain passes, will be continued. A good deal has been done in that direction in the past, and much more may be done. Russia's commercial methods are, however, a matter of local interest, since she is daily becoming more influential in the North and the effects of her trade competition in markets that have hitherto been supplied chiefly with British goods is likely to make itself severely felt before very long. "It may be premised," says the *Times of India*, "that all hope of retaining a footing in the Asiatic provinces of Russia has gone. It is said that merchants from Andijani, in Ferghana, have been forbidden to go to Ladakh in future, and it is an undoubted fact that a customs

"cordon has been established along the Trans-Caspian frontier, by which all European and Anglo-Indian goods are excluded from Russian Central Asia, with the exception of tea, indigo, muslin, spices, and a few other articles. Even these excepted articles have to pay heavy dues, and they are compelled to be sent, not across the frontier, but by way of Batoum, in order to swell the profits of Russian railways." This is the sort of thing—the customs cordon certainly—that might be expected to happen in Manchuria and Korea should those countries become Russian territory, unless the other Powers having treaties with China or Korea insisted upon a continuance of the commercial privileges they now enjoy under those treaties. The prospects of any agreement being arrived at, or, if arrived at, being long continued, are, however, not very encouraging. In the case of the French annexation of Madagascar Great Britain waived her previously existing treaty rights altogether, and with regard to Tunis an agreement has also recently been arrived at by which Great Britain surrenders her commercial privileges under the capitulation on easy terms. If political domination was the only point in question we might afford to regard Russia's advance in the North with equanimity, but, having regard to the probable consequences on our trade, vigilance on the part of our diplomatic representatives and of such bodies as the China Association and the various Chambers of Commerce is called for.

It is probable, however, that annexation will be deferred for some time to come and that the arrangement in the meantime will be in the nature of a protectorate, under which Russia will exercise political control and secure for Russian subjects any railway, mining, or other concessions that may be granted, but without imposing any differential tariff on the import or export trade. Even then Russian competition, especially in cotton goods, will become a factor to be seriously reckoned with, not only in Manchuria and Korea, but throughout the whole of the markets of the Far East. It is perhaps not generally known that Russia gives a bounty on the export of cotton goods. Although the effect of this has not as yet made itself very widely felt, being confined for the most part to Central Asia, it may in the future constitute a danger to the trade of Lancashire almost as serious as that of the Continental sugar bounties to the trade of the East Indies. Russia, we read, gives to Russian merchants a bounty upon all cotton prints of Russian manufacture exported to Chinese Turkistan, and it is calculated that the bounty is more than sufficient to cover the cost of transport from Moscow or Nijni Novgorod to any city in Kashgaria. Great Britain and India still command the Central Asian markets "in calico, muslin, broad-cloth, brocades, gauze, turbans, and tea, but these are articles of luxury, for which the demand must always be limited. It is in cotton goods that the capacity for substantial increase lies, and there the Russians are beating us." We hope it may never have to be said that the Russians are beating us also in the Chinese markets, but that serious competition is to be feared is apparent. It is true that as against the export bounty given by Russia must be set an import duty on raw cotton imported, the object of the latter duty being to encourage the cultivation of cotton in her own Asiatic possessions. The net result, however, is that the manufacture and export of cotton goods are largely stimulated. Note should also be taken of the methods of the Russian trader.

Russia, we are told, is rich in the possession of a large class of merchants—who are really travelling pedlars doing business on a big scale—who are content to travel among Asiatic populations and do business first-hand. These men travel themselves to Moscow and have direct dealings with the manufacturers, thereby saving the expenses of brokerage, while at the same time they are able to explain the exact nature of the goods they require. The saving of brokerage, we should think, will be more than swallowed up by the cost of travelling and loss of time involved, but as to the advantage of direct dealing with the natives, as compared with the comprador system adopted in the China trade, there can be no question.

BIMETALLISM AND THE RATIO.

One of the strongest arguments adduced in support of bimetallism is the hardship that has been inflicted upon the debtor class by the appreciation of gold, and the consequent injury to agriculture and the manufacturing industries. The argument is a sound one, as applied to gold countries, but it does not seem to be so generally appreciated as might be expected that the same argument, when looked at from the silver countries' point of view, is fatal to a restoration of the old ratio of 15½ to 1. If the appreciation of gold has had prejudicial effects in England and other gold countries, does it not necessarily follow that the appreciation of silver would have equally prejudicial effects in countries relying on that metal for their currency? This point was conclusively dealt with in the reply of the Indian Government to the recent proposals of France and America. If bimetallism could be re-established at the ratio of sixteen pence to the rupee India would be glad to see it, as that is the ratio aimed at when the mints were closed and on which the financial fabric of the country is now approximately based; but a two shilling rupee, it is rightly considered, would prove disastrous.

The writer of a contributed article in the *Singapore Free Press* on the proposed currency change in the Straits says:—"We have seen the dollar fall from 3/10½ to 1/10½, and have on the whole prospered under those conditions and cannot believe that salvation is to be found in a token 2/- dollar with a limited gold reserve. It would be unpleasant to go through the experience of a drop to 1/6, but in the long run we think it would be a grave mistake to give up the standard under which this Colony and the dependent Native States have hitherto developed their trade and their resources." The writer's arguments do not seem to tell very strongly against the adoption of a gold standard, but they are conclusive as applied to the question of the ratio. If the colony has prospered while the dollar has fallen from 3/10½ to 1/10½ it is impossible to imagine that it would equally prosper if the dollar were raised from 1/10½ to 4/2, and more especially if the change were made at one bound. It would, we believe, be a good thing for the Straits to adopt the gold standard, but the conversion can only be safely effected at a ratio corresponding approximately to the market rate of the day.

Bimetallism is scientifically sound in theory, but the divergent interests that have developed with respect to the ratio render its application impossible in practice. Each country, then, must hold by one or other of the precious metals, whichever may suit it best, and as gold has been adopted by the majority of nations and silver

is losing its value we think the remaining nations and states would do well to follow suit. The bimetalists have made a gallant fight of it, but their cause is lost, unless, indeed, they could persuade France and the United States to come down to a ratio of 30 or 35 to 1. There does not seem to be any possibility of that, but it is the sole remaining hope for bimetallism. The continued advocacy of the 15½ to 1 ratio can only further discredit the cause.

THE NEED OF TRAMWAYS.

Ten years ago an interesting report was written by the Hon. J. M. PRICE, Surveyor-General, on the reclamation of Causeway Bay, at that time in contemplation. The reclamation was carried out, the idea of the Government, as explained in Mr. PRICE's report, being that the ground should be utilised for the erection of Chinese tenements, which would relieve the congestion of the population in the central districts of Victoria. That idea was not realised, for reasons capable of an easy explanation. Mr. PRICE wrote:—"It is doubtful whether Causeway Bay lots would be taken up, in any great number, unless this distant suburb is brought into cheap and speedy communication with the city. To meet the contingency a tramway is proposed as essential to the success of the scheme. I would have advocated the laying of a tramway from Whitfield Station to Kennedytown had the junction of the Praya along the water frontage of the military cantonments and Naval Yard been an accomplished fact, but in view of the uncertainty of the work being carried out at once, I limit myself for the present to the recommendation of a line from Whitfield Station along the Praya to a terminal point at the corner of the Blue Buildings. When the Praya junction is completed the tramway can be extended to Kennedytown." The tramway was not made and the Causeway Bay Reclamation has remained unbuilt upon, but has been turned to useful account as a recreation ground, from which purpose it is to be hoped it will not now be diverted. There has, however, of late been a considerable development in the neighbourhood, various industries having been established along the Shaukiwan Road, and the erection of the Hongkong Cotton Spinning, Weaving, and Dying Company's mills will make a large addition to the population and business activity of the district. The traffic to and from East Point is now very large and amply sufficient to make a tramway pay, while improved communication would in turn largely contribute to the development of the district and the creation of additional traffic. The Praya junction alluded to by Mr. PRICE is fated not to be realised, the scheme decided upon for the extension of the Naval Yard precluding all possibility of it either in the present or the future. As compensation, however, Queen's Road between the military cantonments and the Naval Yard is to be widened, and when the Naval Yard extension scheme is actually taken in hand—and instructions to proceed are expected by an early mail—the widening of Queen's Road will be one of the earliest portions of the work to be undertaken. When the widening of the road is completed there can be no further reason for delay in the laying of a tramway from the Cricket Ground to Causeway Bay, and the line might with advantage be extended to Quarry Bay or Shaukiwan. When the Praya Reclamation is finished the line would of course be carried along to Kennedytown, but

unfortunately the progress of the reclamation work is so slow that it will probably be several years yet before a road available for a tramway will be available. The Eastern tramway should, however, be laid as soon as Queen's Road from the Cricket Ground to Arsenal Street has been widened, and the extension westward could be undertaken subsequently as soon as circumstances permit. A preliminary point that will have to be decided is whether the tramways should be constructed and worked by the Government or by concession to a Public Company. The Tramways Ordinance of 1883 authorised the construction of tramways by a Company, and the concessionaries claimed some time ago that their rights were still in existence although the work had not been commenced within the stipulated time. Whatever the legal decision on that point might be, Mr. PRICE, writing in 1887, contemplated that the line should be constructed by the Government. "If well and 'substantially built and managed by competent hands,' he wrote, 'the tramway should not only pay for itself, but should yield a moderate profit to Government, while to the working classes, provided the fares are kept at the lowest standard, it will prove an inestimable boon.' It is certainly anomalous that in a place with a large and constant stream of traffic over a continuous length of eight miles we should be dependent on chairs and rickshas for our means of communication. The anomaly cannot continue after we are provided with roads suitable for tramways. Improved means of communication are required not only for the accommodation of the already large traffic, but also for the further industrial development of the colony.

SUPREME COURT.

1st December.

IN ORIGINAL JURISDICTION.

BEFORE SIR JOHN CARRINGTON
(CHIEF JUSTICE).

THE EMPEROR OF CHINA *v.* BENNERTZ
AND ANOTHER.

In this suit the defendants moved for certain costs, plaintiff having withdrawn from the suit.

Mr. J. J. Francis, Q.C. (instructed by Mr. H. L. Denny, Crown Solicitor) appeared for the plaintiff and Mr. E. Robinson (instructed by Mr. H. W. Looker, of Messrs. Deacon and Hastings's office) for the defendants.

The motion came up for hearing on the 29th November, when Mr. Francis made a preliminary objection to the form of the motion.

His Lordship now delivered the following considered judgment on the points raised:—

In this case the plaintiff's solicitor, on the 25th October, 1897, gave notice in writing to the Registrar that he had received instructions on behalf of the plaintiff to withdraw the suit.

The defendants, on the 23rd November, 1897, filed a notice of motion by which they ask that judgment be entered for them for their costs of suit, to be taxed, and also with regard to certain other matters. When the motion was called on for hearing Mr. Francis, on behalf of the plaintiff, took the preliminary objection that the motion was not in accordance with the practice of the Court as established by the Common Law Procedure Acts and the Code of Civil Procedure. He urged that the defendants should either have moved to dismiss the petition for want of prosecution under section 49 of the Code or have set down the cause for hearing and applied for an order under section 61 of the Code. To this objection Mr. Robinson, on behalf of the defendants, replied that neither of the sections referred to had any application, because the suit, having been wholly withdrawn, was at an end and therefore the petition could not be dismissed for want of prosecution nor could the cause be set down for hearing. Mr. Robinson made some references

to the Judicature Acts, but those Acts are not in force in this colony, and I think the question now raised must be determined in accordance with the practice of the Court as regulated by the common law, by the Common Law Procedure Acts, by certain Rules made under those Acts and adopted in this colony, and by the Code.

The decision of the question must turn upon the meaning and effect to be given to the words "withdraw from the suit" used in section 66 of the Code. Before the coming into force of this enactment a plaintiff might either discontinue his action, on a rule obtained for that purpose, or he might, if the record was made up for trial and he was not prepared to go to trial, withdraw the record. In the case of discontinuance the terms imposed by the Court were in its discretion, but generally included the payment of costs by the plaintiff; the action was determined; and the plaintiff was at liberty to commence a new action for the same cause. In the case of withdrawal of the record the action was still subsisting, and the plaintiff was entitled to re-enter the record for trial at another sitting or assize. It is not now necessary to decide whether a plaintiff can still adopt either of these modes of procedure. But section 66 of the Code seems to have introduced a new terminology, and to some extent a new course of practice, as compared with the former procedure. By the earlier part of the section it is provided that "if the plaintiff, at any time before final judgment, satisfy the Court that there are sufficient grounds for permitting him to withdraw from the suit with liberty to bring a fresh suit for the same matter, it shall be competent for the Court to grant such permission on such terms as to costs or otherwise as it may deem proper." The wording of this enactment clearly implies that, so far as the prosecution of his suit by the withdrawing plaintiff is concerned, the suit is at an end—he is no longer before the Court for that purpose. But it seems equally clear that the suit is subsisting for some other purposes, e.g., for the purpose of any application by the defendant to compel the plaintiff to comply with any terms imposed on him by the Court when it permitted him to withdraw. The section concludes with the following words:—"If the plaintiff withdraw from the suit without such permission, he shall be precluded from bringing a fresh suit for the same matter." These words would seem to give by implication power to a plaintiff who does not desire to bring a fresh suit to withdraw at his own discretion. But so far as the further conduct of the suit by him is concerned, the position of a plaintiff who has withdrawn without the permission of the Court is, I think, the same as the position of a plaintiff who has withdrawn with such permission.

Can it then be said that the procedure indicated in section 49 or section 61 of the Code is applicable to that position? In my opinion, it is not so applicable. Both those sections have reference to the case of a plaintiff still suing, although in default—still before the Court for the purposes of the litigation. But, as has been already indicated, the plaintiff in this case is no longer a party to the suit for the purpose of its being heard and determined, and therefore he cannot obtain an order to set the cause down for hearing, and the defendants cannot avail themselves of the remedy given against a subsisting plaintiff who is in default in respect of setting the cause down, namely, apply by motion under section 49 to dismiss the petition for want of prosecution. And if section 49 does not apply, it is still more clear that section 61 does not apply.

I may add that sub-section 1 of section 66 relating to the withdrawal of suits is a transcript of section 97 of the Indian Code of Civil Procedure. On reference to Broughon's edition of that Code, I find that there have been conflicting decisions of the Indian Courts on the question whether the Court has power to award costs against a plaintiff withdrawing from the suit without the leave of the Court. But it is to be observed that the powers of the Indian Courts in dealing with questions of costs are apparently not so large and general as the powers conferred in that respect upon this Court by section 94 of the Code, and I am of opinion that these powers can, if the case requires it, be

exercised against a plaintiff who has withdrawn from his suit.

I come, therefore, to the conclusion that, so far as the form of proceeding is concerned, it is competent for the defendants to move the Court with respect to the matters mentioned in their notice of motion.

The case was then proceeded with.

Mr. Francis said it would save the time of the Court if he mentioned that the plaintiff admitted liability to costs and had always been prepared to pay taxed costs of suit.

His Lordship—That is what I expected.

Mr. Robinson said he would apply himself to the other parts of the motion. The application, after the application for costs, was for "judgment that the wages of the crew retained on board the s.s. *Ningchow* by the defendants in pursuance of the order of the Honourable Court, dated 9th December, 1896, and the expenses of the said ship to the date of judgment be paid by the plaintiff to the defendants when ascertained, and that the matter be referred to the Registrar of the Court to ascertain the amount of the said wages and expenses, and for judgment that the plaintiff pay the defendants the sum of \$1,000 for compensation for the expense and injury occasioned by the issue of the warrant of arrest in this suit." With regard to the first point relating to the wages of the crew retained on board counsel referred to an order made on the 9th December, 1896. Upon the application of the plaintiff and upon hearing the solicitors for the plaintiffs and defendants and certain affidavits it was ordered that the then master and crew of the *Ningchow* be discharged and their wages paid by the plaintiff without prejudice to the question as to who was to be ultimately liable for such costs, and that the ship remain in the custody of a European second officer, a European third officer, three Chinese sailors, a European engineer, and two Chinese firemen to be appointed and paid by Messrs. Bennertz and Co. pending the hearing of the suit or until further orders, and it was also ordered that the payment by Messrs. Bennertz and Co. of the wages of such crew be without prejudice to the question as to who would ultimately have to pay the wages. As the action had now been withdrawn defendants were now claiming judgment for those expenses thrown away. The crew were put on board and the expenses wasted entirely owing to the action of the plaintiff in bringing the suit. Counsel then quoted cases in support of his case and said that his friend would doubtless contend that a foreign prince could not be sued, but it had been laid down that if a foreign prince invokes the jurisdiction of the Court as a plaintiff the Court can make all proper orders against him. That was the principle on which counsel relied and which covered the present case. The Court had never hesitated to exercise its powers in giving judgment against a foreign prince, but, as one authority observed, "it is another question of what may be the result of execution against the plaintiff should judgment go against him." In the present case the plaintiff had put himself in the wrong by detaining the ship and now that he had withdrawn the suit it was only proper that the defendants should be given relief. The plaintiff's right was doubted; the defendants' wrong was beyond doubt. The plaintiff's object was to deliberately ruin Bennertz and Co. by depriving them of their business. The obvious and pernicious reason for seizing the ship and bringing the action was to drive Bennertz and Co. into the Bankruptcy Court.

His Lordship—We need not go into that.

Mr. Robinson said he had not intended to do so, but there could be little doubt that the plaintiff had seized the ship with the object of depriving Bennertz and Co. of the opportunity of making money wherewith to pay the crew.

Mr. Francis contended that the Court had no power to entertain the application for damages. Messrs. Bennertz & Co. were, by the charter party, the persons primarily liable to pay the expenses of the crew of the *Ningchow*. If the Court were to award Bennertz & Co. those expenses, then the Court would be awarding damages for the detention of their vessel, and it was beyond the power of the Court to do so. The Court could award \$1,000 if satisfied that the warrant for the arrest of the *Ningchow* was issued on insufficient grounds.

The case was not dismissed but was withdrawn. The mere withdrawal of the suit did not show that it could not be sustained. There might be several causes for that withdrawal. Even if the suit had been gone through and even supposing that judgment were given against the Emperor of China, it would still have to be proved that there was no probable or reasonable cause for the application to make the arrest of the vessel before the Court could award damages. It had to be proved that the action had been brought maliciously and on insufficient grounds. It was beyond the power of the Court to award more than \$1,000 under Section 19 of the Code, unless satisfied that the warrant was issued on insufficient grounds.

Mr. Robinson having replied, His Lordship delivered his judgment. He said that in the application before the Court not only were the wages of the crew of the *Ningchow* claimed, but also the expenses of the ship up to the 9th December, 1896. The Court was unable to decide who was ultimately liable for the paying of the wages or the expenses, as the suit had not gone on to a determination. The Court had no summary power to award the wages of the crew. With respect to the award of \$1,000 under Section 19 of the Code it had to be considered whether the Court had jurisdiction to deal with a plaintiff Sovereign of a foreign nation. The application for the warrant to detain the *Ningchow* was made by Mr. Hillier, Commissioner of Customs at Kowloon, acting on behalf of the Emperor of China. The Court had come to the conclusion that it had clear jurisdiction to deal with the plaintiff Sovereign in the matter if it was clearly proved that the warrant was applied for on insufficient grounds. The facts were that the *Ningchow* was chartered by Messrs. Bennert & Co. from the agents of the Chinese Government. The vessel had cleared at Shanghai for Chefoo but she came to Hongkong instead. Undoubtedly her coming to Hongkong furnished grounds for the arrest. The Emperor of China had brought the suit for the recovery of the *Ningchow*, and asked the Court to grant an order to arrest the vessel. No proof had been deduced that the order for the arrest was made on insufficient grounds and the Court was unable to award compensation. The results were that the motion for the costs in the first part of the application succeeded, but the motion for the recovery of damages failed.

2nd December.

IN ORIGINAL JURISDICTION.

BEFORE SIR JOHN CARRINGTON (CHIEF JUSTICE.)

GUBBAY AND OTHERS v. BELILIOS.

The hearing was resumed in the equity suit in which the plaintiffs, D. A. Gubbay, A. J. Raymond, and A. J. David petitioned the Court, on behalf of themselves and of all others of the Jewish community in Hongkong, except the defendant, for a declaration that the defendant purchased a certain lot of land in this colony known as Inland Lot No. 1,381, as a trustee for and on behalf of the plaintiffs and of all the other members of the Jewish community in Hongkong, and that he now held the property in trust for the Jewish community subject to the payment to him of whatever monies he expended in the purchase.

Mr. J. J. Francis, Q.C. (instructed by Mr. O. D. Thomson, of Messrs. Deacon and Hastings), appeared for the plaintiffs and Mr. H. E. Pollock (instructed by Messrs. Wilkinson and Grist) for the defendant. Mr. Francis said the petition was as follows:—

1.—The plaintiffs are merchants trading and carrying on business in Victoria in the colony of Hongkong and are all resident in Victoria aforesaid.

2.—The defendant, the Honourable Emanuel Raphael Belilios, C.M.G., is a merchant residing and carrying on business in Victoria aforesaid and he is a member of the Legislative Council of Hongkong.

3.—The plaintiffs and the defendant are all Jews and are members of the Jewish community resident in Hongkong, a community which numbers about 150 souls.

4.—The members of the said Jewish community have had for many years past their synagogue or place of public worship in Staunton Street, Victoria, aforesaid, but since the year 1890 or thereabouts they have been desirous of moving the said synagogue to some more convenient site and have been contemplating the purchase of a piece of land in the neighbourhood of Bowen or Kennedy Roads whereon to erect a new synagogue.

5.—In or about the month of June, 1896, a lot of land situate on the South side of the said Kennedy Road was advertised for sale by public auction by the Hongkong Government in the Hongkong Government Gazette, and was in the said advertisement described as Inland Lot No. 1,381. This lot of land was admirably suited for the construction of the proposed new synagogue, and surveys had previously been made thereof and plans prepared [with the full knowledge and assent of the defendant] with a view to the purchase of the said lot and the erection thereon of a new synagogue, and the defendant had himself on behalf of the Jewish community applied to the Government of the colony that the said lot should be put up for sale.

6.—On or about the 13th day July, 1896, the defendant for and on behalf of the Jewish community of Hongkong attended the sale by auction of the said lot No. 1,381 and purchased the same for the sum of \$6,931 in his own name, but for and on behalf of the said Jewish community.

7.—The said defendant declared and agreed that he would hold the said Inland Lot No. 1,381 so purchased by him as aforesaid at the disposal of the Jewish community of Hongkong and would at any time within a period of twelve months from the date of the purchase thereof hand the said lot over to them or to trustees for them upon being reimbursed the cost of the said lot and the interest thereon.

8.—In or about the month of March, 1897, the defendant was requested by David Reuben Sassoon, Abraham Jacob Raymond, and the plaintiff Abraham Jacob David, all members of the said Jewish community and who were then acting as its representatives, to hand over to them and to the Jewish community for the purpose of the erection thereon of the said new synagogue the said Inland Lot No. 1,381 and they offered to reimburse to the defendant the cost of the said lot and his interest thereon; but the defendant refused to accept the said monies or to hand over the said Inland lot to the Jewish community or to their said representatives and claimed to hold and retain the Inland Lot No. 1,381 for his own use and benefit.

The plaintiffs therefore humbly pray:—

1.—That it may be declared by this Honourable Court that the defendant, the Honourable Emanuel Raphael Belilios, C.M.G., purchased the said Inland Lot No. 1,381 as a Trustee for and on behalf of the plaintiffs and of the other members of the Jewish community of Hongkong and that he now holds the same in trust for the plaintiffs subject to the payment by them to him of the amount paid by him for the purchase thereof and the interest thereon.

2.—That the plaintiffs may have such further and other relief in premises as to this Honourable Court may seem fit.

The following was the defendant's answer:—

1.—The defendant admits the truth of the allegation contained in paragraphs 1, 2, and 4 of the petition.

2.—In answer to paragraph 3 of the petition the defendant saith as follows: The defendant admits that the plaintiffs and the defendant are all Jews and are members of the Jewish community resident in Hongkong. The said community consists of 52 men, 25 women, 26 girls, and 40 boys, but on the day of atonement in the year 1896, which is the principal Jewish festival in the year, there were assembled at the Jewish synagogue about 57 adults, namely, 33 Portuguese male Jews, 7 German male Jews, and 17 Jewish women and about ten Jewish children. The defendant further says that Jewish women and girls never attend at the synagogue in Hongkong excepting on the following occasions, namely, on the day of atonement and the new year holiday.

3.—In answer to paragraph 5 of the petition the defendant admits that in or about the month of June, 1896, a lot of land situate on the South of Kennedy Road was advertised for sale

by public auction by the Hongkong Government in the Hongkong Government Gazette and was in the said advertisement described as Inland Lot No. 1,381. The defendant denies that the said lot of land was suited for the construction of the proposed new synagogue, and he says on the contrary that the Jewish community in Hongkong are too small in number and the funds at their disposal are too small to render the whole of the said lot suitable for a synagogue; the defendant, however, admits that a portion of the said lot would be suitable for the purposes of a synagogue. The defendant has no knowledge whatever as to whether any surveys were made or plans prepared of the said lot with a view to the erection of a new synagogue thereon and he therefore does not admit that such plans or surveys were made or prepared. The defendant never assented to any such plans or surveys being made or prepared with the view aforesaid. The defendant admits that he himself applied to the Government of the colony that the said lot should be put up for sale but he says that he so applied in his own behalf and not on behalf of the Jewish community and that the conditions of sale under which the said lot was put up for sale by the Government contained (inter alia) the following special condition:—

"Only buildings of the class of European dwellings will be permitted to be erected on this lot and the decision of the Director of Public Works as to whether any proposed buildings come within such class shall be final, and the Crown lessee shall have no compensation in respect of such decision."

4.—In answer to paragraph 6 of the petition the defendant admits that on or about the 13th day of July, 1896, he attended the sale by auction of the said Inland Lot 1,381 and that he purchased the same for the sum of \$6,931 in his own name, but he denies that he attended the said sale for and on behalf of the Jewish community of Hongkong and he denies that he purchased the said lot for and on behalf of the said Jewish community. The defendant says on the contrary that he attended the said sale in his own behalf and that he purchased the said lot in his own name and on his own behalf.

5.—In answer to paragraph 7 of the petition the defendant denies that he ever declared or agreed that he would hold the said Inland Lot No. 1,381 so purchased by him as aforesaid at the disposal of the Jewish community at Hongkong and that he would at any time within a period of twelve months from the date of the purchase thereof hand the said lot over to them or to trustees for them either upon being reimbursed the cost of the said lot and the interest thereon or otherwise or at all.

6.—In answer to paragraph 8 of the petition the defendant admits that in or about the month of March, 1897, he was requested by David Reuben Sassoon, Abraham Jacob Raymond, and the plaintiff Abraham Jacob David, all of whom are members of the said Jewish community, to hand over to them for the erection of the new synagogue the said Inland Lot No. 1,381, but the defendant denies that he was under any legal obligation whatever to comply with the said request. The defendant also denies that the said David Reuben Sassoon, Abraham Jacob Raymond, and the plaintiff Abraham Jacob David were at the time that they made the said request or at any time acting as the representatives of the said Jewish community, and he denies that they professed to make the said request on behalf of the said community and he denies that they had any title or authority from the said community to make the said request on behalf of the said community. The defendant also denies that the said David Reuben Sassoon, Abraham Jacob Raymond, and the plaintiff Abraham Jacob David or any of them offered to reimburse to the defendant any interest on the cost of the said lot. The defendant admits that he refused to accept the cost of the said lot from the said David Reuben Sassoon, Abraham Jacob Raymond, and the plaintiff Abraham Jacob David and that he refused to hand over the said lot to the said Jewish community or to the said three persons and that he claimed to hold and retain the said lot for his own use and benefit.

7.—Further and by way of answer to the petition generally the defendant saith as follows:—The plaintiffs have not in fact any title

or authority from the said Jewish community to sue in this suit for and on behalf of themselves and of all others the members of the Jewish community in Hongkong except the defendant. On the contrary many of the members of the said Jewish community are opposed to the said Inland Lot No. 1,381 or to any portion of it being used as a site for the new synagogue, and many members of the said community were opposed to the commencement of this present suit and are opposed to its being proceeded with.

Counsel then said that, analysing the pleadings, it appeared to him that the practical issues raised were—(1). Have the plaintiffs authority to sue for and on behalf of the Jewish community? (2). Did the defendant purchase the said Inland Lot 1,381 for and on behalf of and as the representative of the Jewish community or on his own behalf? (3). Has he placed himself in the position of trustee in respect of that lot? (4). Did he promise to hold the said lot for the Jewish community for twelve months from the date of the purchase by him? (5). Has he within twelve months been called on to assign? (6). Is the site suitable for a synagogue as regards the number of people likely to frequent it, as regards the funds at their disposal, and as regards the special condition contained in the conditions of sale? In reference to the last issue, counsel's contention was that those questions were wholly irrelevant in the present suit. The facts were broadly as stated in the petition. Since 1890, or thereabouts, the Jewish community in Hongkong have been seeking for a new site for their synagogue. They had a synagogue at the present moment in Staunton Street and in consequence of the change that had taken place in the immediately adjoining parts of the town and the strong influx of Chinese of not the very best class the site had been rendered almost entirely unsuited for a place of public worship, and since 1890 the Jewish community have been seeing what they could do with a view to changing the site. Applications were made to the Government in 1891, and the particular piece of ground which is now in dispute, although then divided by the Government into two lots instead of one, was the subject of application to the Crown with a view to its purchase for a synagogue, and at that time certain reports and plans were prepared and drawn up by Mr. Danby for the information of the Jewish community. Nothing, however, came of the proposal and the agitation. In 1894 the consideration of the question was resumed and in October of that year a sub-Committee was appointed for the purpose of considering the matter in its general bearings. In 1895 the question was again discussed, but in consequence of difficulties about funds nothing definite was done. In May, 1896, the matter was again revived. On the 15th May, 1896, a memorandum was drawn up at a meeting of the Jewish community and signed by forty then resident members of the Jewish community appointing Messrs D. R. Sassoon, M. D. Ezekiel, Hon. E. R. Belilios, and Mr. A. J. David trustees for the whole of the property, furniture, &c., and any valuable funds belonging to the synagogue in this colony. On the same day Mr. D. R. Sassoon, Mr. Belilios, and Mr. David signed the following memorandum:—"At the request of our community of this colony we, the undersigned, are willing to become trustees of any valuable fund belonging to the present synagogue." As was pointed out in the answer, although there were about 150 members of the community, including men, women, and children, the total number of adults was about 57 in regular attendance, and of these 40 or 42 had signed that memorandum. On the 28th April, 1896, Mr. Danby wrote to the Director of Public Works asking for the piece of Crown land at the west corner of Kennedy Road to be put up for public auction at an early date. The letter concluded: "The ground referred to was the site sought for some time ago for the new synagogue." On the following day Mr. E. J. Moses, a clerk in the employment of Mr. Belilios, sent the following memorandum to Mr. Silas, who is in the employ of Messrs. Sassoon, Sons and Co.:—"My Dear Silas,—Mr. Belilios has instructed Mr. Danby to apply for the site of the proposed synagogue in Kennedy Road as he thinks further delay would be inadvisable. If the community would like to take it from him within a reasonable time he

will be glad to hand it over upon being reimbursed the cost and interest, otherwise he will keep it himself." The next letter was from the Director of Public Works and dated 12th June, 1896. The letter was addressed to Mr. Danby and informed him that His Excellency the Governor had approved of the land in Kennedy Road being put up for public auction under certain conditions, one of them being that only buildings of the class known as European houses should be erected on the site. On the 12th June Mr. Danby replied stating that his client agreed to the conditions, and on the 18th June Mr. Danby wrote to the Director of Public Works asking him if he would kindly put up for auction a piece of ground to the south of the lot in Kennedy Road and above it, in the Macdonald Road. On the 1st July the Director of Public Works wrote stating that His Excellency the Governor approved of the sale of the land on Macdonald Road under certain conditions. Counsel here explained that he put in all this correspondence so as to connect all the points in the case. Lot 1,381 was put up separately and bought separately. At the same time Mr. Belilios applied through Mr. Danby to have a piece of ground immediately behind and above that lot of ground to be put up for sale. It was sold a considerable time after the date on which lot 1,381 was sold. Judging from the correspondence that passed between the parties, it seemed to be an argument on the part of the defence that those two lots were practically purchased by Mr. Belilios one in connection with the other and for the purpose of more conveniently building on either one or both the lots. On the 3rd July, 1896, there was another memorandum from Mr. Moses to Mr. Silas stating that Mr. Belilios desired the writer to say that the site of the proposed synagogue in Kennedy Road was advertised for sale. Mr. Belilios hoped that three of the trustees would be present at the sale, in order that there might not be any competition, as several people had their eyes on the lot. On the 10th July Mr. Danby wrote to the Director of Public Works accepting the conditions for the sale of the ground between lot 1,381 and Macdonald Road. That property was sold in August, 1896, while lot 1,381 was sold on the 13th July, 1896. The next letter was dated 17th June, 1896, and was from Mr. Moses to Mr. Silas explaining measurements and desiring him to produce certain papers at a meeting to be held. On the 8th March 1897, defendant wrote to his co-trustees, Messrs. D. R. Sassoon, M. Ezekiel, and A. J. David, as follows:—"Gentlemen,—With reference to the site in Kennedy Road which I am holding on behalf of the community for the purpose of erecting thereon the proposed synagogue, I beg to inform you that eight months have already elapsed out of the year for which I agreed to keep it at your disposal. I have myself barely ten months left wherein to complete the buildings I may like to put up there should you decide to give up this land, and as I hear the majority of you are of this view and are shortly to leave the colony, I shall feel obliged by your favouring me with your opinion within the next week, whether you would like the site finally retained for the new synagogue or not.—I am, gentlemen, yours faithfully, E. R. Belilios." On the 8th March Messrs. D. R. Sassoon, A. J. Raymond, and A. J. David replied as follows to that letter:—"We are in receipt of your letter of this date and in reply we are willing to take over the site for the erection of the synagogue, and we shall be obliged if you will instruct your solicitor to prepare the transfer to us, on the completion of which we shall pay you the cost." On the same day Mr. Belilios addressed his reply, not to the three gentlemen to whom he had first written but to the three who had written to him. The letter was as follows:—"Gentlemen,—I beg to thank you for your letter of this date informing me that you are willing to take over the site for the proposed synagogue and requesting me to instruct my solicitor to prepare the transfer of the same to you. Before doing this, however, I will be glad if you will arrange with your architect to meet my architect, Mr. Danby, and settle with him as to the portion to be transferred.—I am, gentlemen, yours faithfully, E. R. Belilios." On the 10th March, not having received an answer, wrote as follows:—"Gentlemen,—Excuse my

troubling you but I understand that your architect has not yet approached Mr. Danby and as I do not wish to be at loggerheads with the Government or run the risk of having my property confiscated, I shall thank you to settle the matter within the next three days or I shall be compelled to make use of the site to the best advantage.—I am, gentlemen, yours faithfully, E. R. Belilios." On the 11th March, 1897, Messrs. Sassoon, Raymond, and David replied as follows:—"Dear Sir,—We are in receipt of your letters of the 8th and 10th inst. and in reply beg to inform you that we have decided to take over the whole of Inland Lot 1,381 for the erection of the synagogue and so will feel obliged by your having the same transferred to us." Mr. Belilios wrote on the 12th March to Messrs. Sassoon, Ezekiel, Raymond, and David:—"Gentlemen,—In reply to your letter of yesterday I am extremely sorry to be unable to comply with your request by transferring to you the whole of I. L. No. 1,381. Your Mr. Ezekiel and Mr. Chater, directors of the Hongkong Land Investment Co., will convince you that owing to your inaction and owing to having been repeatedly told that the majority of you were not favourably disposed towards the lot in question, since its sale, I have become the proprietor of the sites overlooking it. My arrangements to utilize them in conjunction with the land below are too far advanced to permit of my making such a concession as the one proposed. When I suggested the purchase of the plot in question one of the reasons which precluded you from acquiring it was that it was too large for your requirements. No alteration in your conditions since then has taken place to warrant a change in your opinion in regard to the matter. You have no claim on me; land has appreciated in the neighbourhood; but simply because I am a member of your community, wishing to see a synagogue erected in the colony I can only consent to transfer to you land absolutely necessary for your purposes. Under the circumstances, therefore, unless the apportionment of the ground is settled between Mr. Danby and your Mr. Orange before Monday next I will be compelled to deal with the land as I may be advised, without further reference to your good selves.—I am, &c., E. R. Belilios." On the 12th March Messrs. Sassoon, Raymond, and David replied as follows:—"Dear Sir,—We are in receipt of your letter of to-day saying to our surprise that you are unable to meet our request to transfer to us the whole of Inland Lot 1,381. In reply we have to point out that the lot in question was purchased by you on behalf of our community for the purpose of erecting thereon a synagogue, and according to your letter of the 8th inst. we have no doubt that you will admit that the said lot in its entirety should be transferred to us.—We are, &c." On the 13th March Mr. Belilios wrote as follows to Messrs. D. R. Sassoon, M. D. Ezekiel, A. G. Raymond, and A. J. David:—"Gentlemen,—In reply to your letter of yesterday received only this morning adverting to the Kennedy Road site, I regret to be obliged to refer you to my communication of yesterday beyond the concession made wherein I am sorry I cannot go.—I am, gentlemen, yours faithfully, E. R. Belilios." There appears to have followed certain conferences between the parties but they were unable to come to any agreement as to how the matter should be disposed of.

Mr. Pollock—I do not admit that my friend is correct there.

Mr. Francis said that so far as the plaintiffs were concerned the matter ended there. On the 27th March Mr. Belilios wrote as follows to Messrs. D. Gubbay, A. J. Raymond, and A. G. David:—"Gentlemen,—Herewith a letter I received from Mr. Danby dated 26th inst. enclosing two plans with reference to the site for the proposed synagogue. I shall feel obliged by your considering the matter and letting me know by next Monday whether you will take the land or not.—Yours faithfully, E. R. Belilios." On the 29th March these gentlemen replied as follows:—"We are in receipt of your letter of the 27th inst. enclosing letter and plans. We regret extremely that we are unable to give you a portion of Inland Lot 1,381 on the terms suggested. We have decided to take over the whole of Lot 1,381 as originally intended and would ask you to arrange transfer, &c. with Messrs. Deacon and Hastings without further

delay." On the 29th March, Mr. Belilios wrote asking for the return of Mr. Danby's letter and enclosures and regretting he could not reopen the question after the decision arrived at in Mr. Danby's office. That letter practically concluded the whole of the evidence on behalf of the plaintiffs and counsel submitted that they had completely proved the case as set out in the petition. The main point was—Did the defendant purchase Inland Lot 1,381 for and on behalf and as the representative of the Jewish community or on his own behalf? His Lordship had the fact that the defendant was one of certain trustees—or representatives, because they were not legally trustees—acting on behalf of the Jewish community. Then there was also the application from Mr. Danby applying for the sale of the land, and in that letter he indicated that it was the site which had been in contemplation for the new Jewish synagogue. The various letters altogether showed what was the intention of all the parties. There was ample proof in the correspondence without further evidence that Mr. Belilios purchased that piece of ground expressly for the use and benefit of the Jewish community and for the erection of the synagogue. He declared he purchased it for that purpose and that he agreed to hold it at their disposal for twelve months and to transfer it to them on the payment of costs. Whatever difference of opinion there may have been between the members of the Jewish community their final reply was the expression of willingness to take over the site and to pay the costs. Counsel submitted there was a complete declaration of trust that Mr. Belilios purchased that ground as the representative, agent, and trustee of the Jewish community and that there was the clearest evidence in his own hand-writing that he so purchased it and so held it up to the date of the last letter, when he finally refused to transfer the land and offered to transfer only a portion. Defendant had purchased the lot for the Jewish community and now he asserted and affirmed his absolute right to keep the property for himself if he so thought fit. The simple question was whether the Jewish community as a whole had a right to have the property transferred to them. That concluded the case for the plaintiffs.

Mr. Pollock submitted that his learned friend had taken a very strange and unusual course in dealing with this case.

His Lordship—Have you no evidence to call, Mr. Francis?

Mr. Francis—No, my Lord. There is sufficient evidence in these papers to prove my case.

Mr. Pollock, continuing, submitted that such a course as had been adopted by his learned friend would not receive the sanction of His Lordship when he had ascertained the facts of the case. His learned friend had thrown the letter of the 29th April, 1896, and subsequent letters on one side and had relied entirely on one letter which was signed by Mr. Belilios, but not written by him, on the 8th March, 1897. The letter of the 29th April was written prior to the date of sale and it clearly showed what the understanding was between the parties as to the site for the synagogue. The letter amounted to an agreement for sale by Mr. Belilios of a site for a synagogue, and counsel submitted that if the plaintiffs had any remedy, which he denied, it was by an action for specific performance. It was quite clear from the letter, as was set out in the answer, that Mr. Belilios bought the lot for himself and that he agreed to sell it if certain conditions were complied with. Counsel then explained the position that the defendant took up with regard to the expression "site," which was used in Mr. Moses's letter to Mr. Silas of the 29th April, 1896, in Mr. Moses's letter to Mr. Silas of the 18th January, 1897, and again in Mr. Sassoon's letter to Mr. David of the 8th March, 1897. That showed that it was never intended by the Jewish community or by the persons who represent them in Hongkong that the whole of the area which was represented by Inland Lot 1,381 should be used for the purposes of a synagogue. In fact the evidence would show that a considerable portion of the land in lot 1,381 would be entirely superfluous and unnecessary. Counsel would also be able to show that the Government of this colony were unwilling to split up the

site, and they insisted upon the lot 1,381 being put up for sale in one lot and they were not willing—although they were in 1891—to put up the ground in two lots, as it was pointed out that one lot would not be sufficient for a synagogue and a lot and portion of the next lot would be required. When Mr. Belilios referred to the lot it was perfectly understood by the other persons who professed to represent the Jewish community that when he referred to the site he meant the eastern portion of Lot 1,381, and Mr. David and Mr. D. R. Sassoon must have perfectly understood that the expression "site" referred to a portion only of Inland Lot 1,381 and that Mr. Belilios simply as a matter of convenience to the Jewish community and as a favour to them had the whole of the ground put up as one lot. Mr. Belilios never intended to hold the whole of the lot at the disposal of the community, but only such a portion as was necessary for the purposes of a synagogue. Counsel thought it had already been stated that Mr. Danby, the architect for Mr. Belilios, applied for two lots immediately above Inland lot 1,381 to be put up for sale prior to 13th July, 1896, the date when Inland lot 1,381 was sold to Mr. Belilios. Mr. Danby would no doubt convince his Lordship that Mr. Belilios never intended to hand over to the Jewish community the whole of lot 1,381, but only such portion as was absolutely necessary for the purposes of a synagogue. Mr. Danby would also satisfy his Lordship that the only reasonable approach to the upper lots bought in August by Mr. Belilios was through lot 1,381, and it was intended all along that the approach to the upper lots should be through the lower one. Counsel would be able to show that Mr. A. J. David, one of the plaintiffs, and Mr. D. R. Sassoon, who was one of the signatories to the letter of 17th March, 1897, were, during the whole of the remainder of the year 1896 and at a still later period, even extending into this year, altogether opposed to this site on the Kennedy Road which is included in lot 1,381 being used for the purposes of a synagogue. They seemed to have considered that it was too public a place, because certain members of the Jewish community were poor and they thought some discredit would be thrown on the community by its poorest members going to a public place like that and enabling people to see their clothes, which were not of the best. Counsel would further show the circumstances which led to the writing of the letter on the 18th January, 1897. On the preceding day Mr. Silas, who purported to act as hon. secretary and who was employed in the firm of D. Sassoon, Sons & Co., of which Mr. D. R. Sassoon was the head and of which the plaintiff Mr. Gubbay was the head, had an interview with Mr. Belilios, whom he informed that the community could not take more than \$4,000 or \$5,000 worth of land.

At this point the Court adjourned for luncheon.

On resuming Mr. Pollock read a letter, dated 28th April, 1891, from Mr. Danby to Mr. J. S. Moses, who was then the head of Messrs. E. D. Sassoon and Co., stating that a plan had been received from the Surveyor-General of the sites on the Kennedy Road to the east and west of the Union Church. The land on the east would be put up by auction at the rate of 20 cents per square foot and that on the west 30 cents per square foot, the approximate price being as follows:—Inland Lot 1,216, 21,450 square feet, rate 30 cents, upset price \$6,435; lot 1,270, 21,600 square feet, rate 30 cents, upset price, \$6,481. The letter concluded—"We strongly recommend you to purchase the two lots 1,216 and 1,217. One lot is almost two small for your requirements. You could, however, erect the synagogue and sell the remaining portion for a small bill of sale and you, being the vendor, would be in a position to lay down the conditions, so that it would not interfere with your synagogue." On the 23rd September, 1893, Mr. Lemm, architect, wrote to Mr. Raeburn, who was then acting Secretary to the Jewish community, forwarding a plan of the proposed new synagogue as requested. Mr. Lemm reported that it was possible to place the new synagogue on either of the lots 1,216 and 1,217, but the residence of the Rabbi and the quarters of the caretaker on the same lot would necessitate cramming, and he suggested that both lots be purchased. The north-east block would still be available for sale and the proceeds

could go towards defraying certain costs. Counsel read further correspondence and said it proved conclusively that the members of the Jewish community appointed to look out for a site never intended that the whole of the area in lot 1,381 should be used for the purposes of the synagogue. The area was always considered to be necessarily too big and it was so considered by three different firms of architects—Messrs. Danby, Leigh, and Orange in 1891, Mr. Lemm in 1893, and Messrs. Leigh and Orange, after Mr. Danby had retired from the firm, in 1895. The correspondence showed exactly what was meant when Mr. Moses wrote the letter of 29th May, 1896, that the word "site" used in the letters was something different from the whole of the lot. The leading members of the Jewish community must have known what was meant by the expression "site;" they must have been perfectly aware that Mr. Belilios never intended to offer to them anything more than land carved out of the eastern portion of Inland Lot 1,381. If his Lordship thought that Mr. Belilios did not intend anything more counsel would be able to quote cases to satisfy the Court that there could be no legal contract binding between the parties, even assuming—which defendant entirely disputed—that the plaintiffs did really think defendant meant the whole lot and not a site to be carved out of the lot.

His Lordship—Why did you deny the whole matter? Why did you not set up that you negotiated for a portion of the lot? Your answer seems to deny that these gentlemen treated in any way as representing the Jewish community. You deny the negotiations altogether for the taking of the whole lot and there is only a casual reference to the fact that a portion of the lot would be set apart. You do not set up the case that there were negotiations for the a part of lot.

Mr. Pollock—Your Lordship will see that the plaintiffs' whole case is founded on the allegation that Mr. Belilios purchased the land as a trustee for the community. They say we purchased the lot as trustees for them. I say that the whole form of the action is wrongly conceived. They should have sued for specific performance.

His Lordship—Your defence made it appear that there was an absolute contradiction between the parties in the whole matter.

Mr. Pollock—Quite so; they say we bought the lot in trust for them.

His Lordship—From your defence it would appear that you disputed the whole thing—as if you had nothing to do with the matter.

Mr. Pollock—Yes, undoubtedly on the question of trust. I submit the pleadings are absolutely correct.

His Lordship—I think it would have been better if the pleadings had said exactly what you had done. I understand you are are willing that they should have a portion for the purposes of a synagogue.

Mr. Pollock—Quite so, my lord.

At this point the Court adjourned.

3rd December.

Mr. Pollock resumed his speech for the defence and said that on the 11th of March Mr. Silas told Mr. Danby that he and the Committee were going up with Mr. Orange to look at the site, and Mr. Silas told him that after he got the first letter from Messrs. Leigh and Orange and before he got the second. The trustees, on the 11th March, wrote saying that they had settled to take the whole of Inland Lot 1,381 as the site for the new synagogue. Mr. Belilios's letter of the same date, which was read by his learned friend, stated that he declined to sell the whole lot and it was quite clear from the letters to Mr. Danby, who was Mr. Belilios's architect, that it was not until the 11th of March that it occurred to the trustees to ask Mr. Belilios to transfer the whole of the lot. When the trustees wrote their original letter of the 8th March they quite understood the matter as Mr. Belilios understood it, namely, that a site out of the lot, not the whole lot, was to be set apart for the purposes of the synagogue. Mr. Belilios, in his reply to the letter of the 11th of March, said he could only consent to the transfer of land absolutely necessary for the purposes of the synagogue. Counsel for the plaintiffs had referred to a meeting which was held in Mr. Danby's office on the 15th

March and had said that nothing of importance had transpired, but it would be proved by evidence that very important business was transacted. There were present at the meeting Mr. Belilios, Mr. Raymond, Mr. David, Mr. Silas, and Mr. Danby, and a site was selected for the synagogue, including of course the Rabbi's residence. An area of ground was agreed upon between the parties and it included about half of lot 1,381 and a portion of the upper lot bought by Mr. Belilios in August, 1896. The area of the lot 1,381 agreed upon was 23,668 square feet, while the area of the whole lot was 46,073 square feet. The area of the portion of the upper lot agreed upon was 1,962 square feet. Counsel would also be able to show that plans were drawn of the buildings and the Crown rent was apportioned between the parties as \$171.58 for the portion of the lower lot and \$14.22 for the portion of the upper lot. So that the parties agreed upon the site, upon the divisions of the buildings, and upon the Crown rent. The total area that was required for the synagogue and the Rabbi's residence was 25,430 square feet and two of the plaintiffs agreed that that area was sufficient. The other plaintiff was not present; in fact he seemed to have been kept in the background altogether. After these details had been agreed upon between the parties and their architects the question arose as to the erection of a retaining wall between the area agreed upon and the remaining portion of the lots. There was some discussion as to the cost of the wall and the parties and their architects could not agree as to the cost, as naturally very careful estimates had to be given. From the 15th to the 25th March the parties were still intending that the site agreed upon on the 15th March should be the site for the synagogue and that would be proved to be the case by Mr. Danby. Counsel then put in correspondence between Messrs. Leigh and Orange and Mr. Danby to show that the trustees were fully agreed up to the 25th March that the site chosen should be used for the synagogue and that the only difficulty was as to the cost of building the retaining wall. On the 25th March Mr. Danby wrote to Messrs. Leigh and Orange stating that he had worked out the cost of the wall at about \$5,000, that was about 20 feet above the Kennedy Road level. If carried lower the cost would of course be increased. Messrs. Leigh and Orange wrote to Mr. Danby stating that Mr. Silas had asked them about the level and they decided to allow a level of 10 feet above Kennedy Road for the retaining wall and they could fill up to the higher level without fear. The next letter was from Messrs. Deacon and Hastings to Mr. Belilios, dated 1st April, calling his attention to the correspondence that had taken place and informing him that the contract between him and the other trustees was complete. The letter concluded:—"We need hardly point out that the contract was then (on the 8th March) complete and nothing which has been done since has altered or varied it. Under these circumstances the trustees reluctantly feel that the duty lies on them to carry out the arrangement agreed upon even though, in so doing, they will be compelled to seek the aid of the Court. They trust, however, that on fuller consideration you will alter your views and see your way to carry out without delay the contract that has been come to." The position then taken up by the solicitors was different from the position at present taken up, as it was now alleged that Mr. Belilios bought the lot as one of the trustees. What motive could there be for these gentlemen trying to squeeze Mr. Belilios out of the whole lot? Counsel suggested that the motive was—

Mr. Francis objected that the question of motive was immaterial and irrelevant. The question was what were the legal arrangements between the parties and not what were the motives that induced them to act in that particular way.

His Lordship said Mr. Pollock was endeavouring to make out that the plaintiffs had shifted their ground.

Mr. Francis said that was a question of fact and not of motive.

His Lordship ruled that if there was a motive that might strengthen the evidence as to the shifting of ground it was relevant to mention it.

Mr. Pollock then said that in the letter of

the 12th March Mr. Belilios clearly pointed out that he required a right of way through the lower lot to get to the upper lot and the property on the upper lot would considerably depreciate if he did not have that right of way. The trustees could see that by trying to catch Mr. Belilios because he had been indiscreet in the expressions he and his clerk had used and by trying to make out that they were entitled to the whole lot they could try to squeeze him and obtain money from him in a manner which counsel thought would not be approved of by the Court. They had understood all along that the whole lot was not for the purposes of a synagogue and they must have been trying to catch Mr. Belilios in a kind of trap because he had used language which was not discreetly expressed, and they saw that Mr. Belilios wanted to have a right of way through the lower lot in order to get to the upper lot; otherwise the upper property would depreciate in value.

Evidence was then called.

Hon. E. R. Belilios, the defendant, said—I am a member of the Legislative Council and have been a resident in the colony since 1862 and am the oldest resident of the Jewish community here. Since I came here I have always taken a very great interest in the affairs of the Jewish community. The present synagogue is in Staunton Street and the members of the Jewish community have been anxious to move from the present locality. It was my suggestion that they should remove to a more respectable site. That idea was mooted some time before 1891. I consider the site is unsuitable, as it is surrounded by Chinese houses and houses of ill fame. In 1891 Messrs. E. D. Sassoon and Co. kept the funds of the synagogue. When the question of a new site came up an appeal for money was sent home from the Jewish community to Mr. J. E. Sassoon, but he would not contribute more than \$5,000, which he had promised, and the result was that in 1894 the scheme fell through. I think there was a deficiency of \$20,000. In May, 1896, Mr. David, Mr. D. R. Sassoon, and I again wrote to Mr. J. E. Sassoon. I also wrote to him in Oct. and received an answer on the 23rd December, but he still declined to offer any further sum. I am not aware that he has since offered any more money. At that time we had not selected a new site. In reference to lot 1,381 Mr. Danby told me the Government were selling land in that neighbourhood at a lesser rate than hitherto, and he advised me to acquire lots to the west of the Union Church. He told me the land could be bought for 15 cents a foot. I told him then and there to apply on my behalf. Lots 1,216 and 1,217 were subsequently, plus another piece of land, called 1,381. I told Mr. Danby to make out an application and apply for the land on my account. I knew at that time it had been contemplated to erect a synagogue on part of the lot. I applied for as much land as the Government would put up between the Tramway and the nullah near Garden Road. The portion contemplated as the site of the new synagogue was to the east side of the lot and to the west of the Union Church. In speaking to Mr. Danby about the lower lot I said I should require the whole lot between Kennedy Road and Macdonald Road and between the Tramway and the Garden Road nullah. In the letter to the Director of Public Works, dated 18th June, 1896, Mr. Danby asked that the upper lots should be sold at the same time as the lower lots. My idea was to build two villas to be converted, if I wished it, into one, the buildings to be in the centre of the three lots. I intended to give the community the piece of ground near the Union Church and to utilize the remainder as an approach to the houses to be built on the upper lots. At the time I applied for the lots I knew that only a portion would be required for the synagogue. I meant by the word "site" used in my letters the 30,000 square feet required for the synagogue. None of the trustees or Mr. Silas were present at the sale of the land, nor did a telegram I asked for in a letter of 20th May arrive from Mr. J. E. Sassoon. Mr. David had decided objections to the synagogue being erected there.

Mr. Francis objected. Individual likes or dislikes had nothing to do with the question at issue.

His Lordship allowed the evidence provided counsel asked the opinion of the co-trustee, Mr. D. R. Sassoon.

Mr. Pollock said he intended to do that.

Witness—Mr. David was opposed to the site up to the 15th March this year, when a meeting was held in Mr. Danby's office. Mr. D. R. Sassoon was also decidedly opposed to the site of the Union Church up to March last, when he left Hongkong. I tried to persuade him that it was suitable and Mr. Silas asked me to so persuade Mr. Sassoon so as to complete the affair. I withdrew from the control of the funds after the receipt of Mr. J. E. Sassoon's letter at the beginning of 1897. I objected to the erection of a marble tablet to the memory of his mother as he had proposed.

The Court then adjourned for luncheon.

After the usual interval witness said—On the 17th January I had an interview with Mr. Silas about the value of the land. I thought he said the community could afford only \$4,000, but I have learnt since that he himself says he mentioned \$45,000. My recollection is that he said \$4,000, but to save argument I will give in to him. In my letter of the 8th March to Messrs. Sassoon, Ezekiel, and David I said that eight months out of the twelve during which I agreed to hold the site had expired. Mr. Moses wrote that letter and I signed it. I do not remember saying anything about twelve months. What I mentioned was a reasonable time and I cannot account for the use of the words "twelve months." The meeting on the 15th March was held in Mr. Danby's office. There were present Mr. Danby, Mr. Raymond, Mr. David, Mr. Silas, Mr. Orange, and myself. An arrangement was come to between the parties as to the site for the synagogue and the Rabbi's residence. The site was quite agreed upon and Mr. Orange marked it out on the plan. The site included about half of lot 1,381 and a small portion of the upper lot. The Crown rent was discussed by Mr. Danby and Mr. Orange, who calculated the area and fixed the Crown rent in proportion. After that had been settled there was some talk about the cost of the retaining wall, but no settlement could be arrived at until surveys had been made. After the meeting the negotiations as to the cost of the retaining wall were continued and correspondence went on between Messrs. Leigh and Orange and Mr. Danby up to as late as the 25th of March.

Counsel then put in a document signed by forty of the Jewish community and asked the witness what was the occupation of each one.

Mr. Francis submitted that such a course was irrelevant.

Mr. Pollock said he merely wanted to show that they were nearly all connected with the plaintiffs in the suit. It was like a man saying to his employes, "Look here, sign this document."

His Lordship said it would perhaps only increase the bitterness between the parties if the question were proceeded with.

Mr. Pollock thereupon said he would not go on with the question.

Cross-examined by Mr. Francis.—The synagogue was opened in Staunton Street in the seventies. I did not like the site and I did not frequent it or took any active part in the affairs. Some time in 1893 I first took an active part in the affairs of the synagogue. In 1890 and 1891 I made suggestions as an outsider that a new site should be obtained. The people came and consulted me about the site, but they did not bring plans or a report. I did not see Messrs. Danby, Leigh, and Orange's report made in 1891 until 1893. Some time in 1893 a general meeting of the community was held in Mr. Ellis's house with the object of raising funds for the new synagogue. The site in Kennedy Road was not mentioned at the time. A committee was appointed and then a working sub-committee was appointed to manage the details. Mr. Lemm's report and plan were discussed at the meeting and I agreed to them. I do not know that Messrs. Danby, Leigh, and Orange's report was sent Mr. Lemm before he made his report. I now remember that the reports and plans of all the architects mentioned were placed before the meeting. On the 3rd October, 1893, I wrote to the Director of Public Works applying on behalf of the Jewish community of the colony for lots 1,216 and 1,217 to be put up for public auction. The

letter concluded—"The lots are situated on the west of the Peak tramway line and in close proximity to the Union Church. The congregation hopes that the terms and conditions will be the same as those on which the Union Church site was sold to the Presbyterian community." On the same day the Director of Public Works replied that His Excellency the Governor approved of the lots being put up for auction on certain conditions. I made use of Mr. Lemm's figures in the letter sent to Mr. J. E. Sassoon with a view of his advancing a large sum of money on those two lots of ground.

In answer to further questions witness said the financial difficulties were with the Jewish community and not with himself. He never at any time communicated with the community what his plans were in regard to the whole of the lots. When he instructed Mr. Danby to apply for the land he did so partly for the Jewish community and partly for himself. He instructed Mr. Danby to apply for the upper sites a few days after he applied for the lower lot.

6th December.

Mr. Francis resumed the cross-examination of Hon. E. R. Belilios, the defendant.

Witness—In reference to my letter of the 3rd July to Mr. Silas asking that the other trustees should attend the sale I said on Saturday that as they did not attend the sale I was under the impression that they had given up the idea of purchasing the property and that I thought I bought it for myself. I meant that I thought I had bought the whole portion for myself and that they did not want any portion. No plans were sent to me by Mr. Danby; they are still in his office. I have never received any sketch plans or reports containing suggestions for the method of utilizing the land. Mr. Danby has made sketch plans, but they are in his office. He prepared an elevation plan. I have seen no plan or sketch showing how the ground might best be utilized. No other architect has acted for me besides Mr. Danby in reference to this ground. Mr. Danby has prepared plans to show how the ground was to be cut and supported by retaining walls. I do not remember whether they were pencil sketches or finished plans. I first saw those plans long before our meeting. I do not remember in what month, but it was after I purchased the ground on the 30th July, 1896; it was very shortly after, but I cannot fix the month. I do not think it was in September. I have none of those plans in my possession. I saw a plan, whether a finished one or not I do not know, when we discussed the question in Mr. Danby's office on the 15th March. I think I had seen the plans before that date, but I cannot say for certain, because I called to see him several times to see how he was going on. It must have been this year when I saw a finished plan; it was about January. The plans I saw included all the three lots, and showed terraces, &c. They did not leave any portion for the synagogue. There was no portion marked out for a synagogue. The plans related only to my property. Before the 15th March I did not have a report from Mr. Danby as to the cost of building the retaining walls, &c. I did see unfinished plans before January for utilizing the ground. I cannot recollect the date. Mr. Danby did not give me any written report as to utilizing the ground before the purchase; it was all conversation.

Mr. Francis—In a letter on the 31st July, you wrote to Mr. Bell Irving, one of the Directors of the Land Investment Company:—"In reply to your letter of the 29th inst., I enclose herewith Mr. Danby's memorandum in reference to the sites." What was it you enclosed, if you never had anything in writing on the subject?

Witness—I forget what it had reference to.

Do you remember that the Land Investment Company considered that you had treated them very unfairly with reference to the application?—Not unfairly. Mr. Bell Irving's letter will tell you so if you get his answer to mine.

Don't be in a hurry. Did not the Land Investment Company in the first instance complain that you had treated them badly in reference to the application for this piece of land?—They did not complain that I treated them badly.

Did they ever complain that they were the aggrieved party in connection with your application for the land?—They did.

And that they were considering whether they should take proceedings in reference to the matter?—I beg your pardon; no proceedings.

Were they or were they not?—No.

Did they write to you in reference to the circumstances under which you had applied for the land?—I do not remember that they asked me for an explanation. I explained it.

Did Mr. Bell Irving, as one of the Directors of the Company, write to you asking for explanations on certain points?—He did, and I answered him.

What was it you referred to in the extract I have just read?—It was a memorandum showing that I had applied for the land before they did.

Mr. Pollock—That had reference to the two upper lots and not the lower lot.

Mr. Francis—Did you not tell us that Mr. Danby had recommended you to purchase and apply for those upper lots to be put up for sale?—Yes.

Did he call your attention to the fact that the Government was going to put them up at cheaper rates than formerly?—In reference to everything in Kennedy Road and not in reference to the two upper lots.

Mr. Danby did not ever urge you about June or July to purchase either 1,381 or the two lots above?—No; it was solely and purely my own suggestion.

Mr. Francis then continued reading witness's letter to Mr. Bell Irving of the 30th July. It stated that witness told Mr. Danby sometime in July to apply for the land at once. In so instructing Mr. Danby he knew at one time it had been intended to apply a part of it for the synagogue. Mr. Bell Irving's letter, in reply, said that he had seen Mr. Hooper on the subject and he enclosed a statement of facts in connection with the matter as well as an extract from Palmer and Turner's diary, and from these it would appear that the Land Investment Company were the aggrieved party. He therefore asked for particulars as to the date on which Mr. Danby recommended witness to apply for the land and whether Mr. Danby had informed him that Mr. Chater, on the morning of the 16th June, decided to apply for the land on behalf of the Investment Company. In reply Mr. Belilios wrote the letter enclosing Mr. Danby's memorandum and added that Mr. Danby did not recommend him to buy the land and that it was purely and solely the writer's idea. For years past whenever walking along Kennedy Road it struck him that the person who bought the mutilated land would of necessity have to buy the upper lots. When he gave Mr. Danby instructions to apply for the lower lot he said that at some future date he would instruct him to apply for the site overlooking it. The object was to get the Jewish community to build a synagogue there. Sometime in the latter part of May it came to his ears that some of the members of the Jewish community were averse to have the synagogue on that ground. It then occurred to him that he would be the purchaser of the whole of the property. At the beginning of June he instructed Mr. Danby to apply for the land, and the application was in the hands of Mr. Cooper before the Land Investment Company approached him on the subject. The answer of Mr. Bell Irving was dated 3rd August, 1896, and it concluded by stating that the Company would not bid for the property in question.

Mr. Francis—In that letter Mr. Bell Irving says that after examining and comparing Palmer and Turner's statement and Mr. Hooper's and Mr. Danby's statement the Company had come to the conclusion that Mr. Danby had gone to you on the 17th to apply for the land, he having first heard that the Land Investment Company were going to do it. The question I have to ask you is this. Having heard that letter read do you still persist in your statement that Mr. Danby did not suggest in the first instance that you should send in an application for the land?

Witness—No, emphatically not.

His Lordship—Those are the two upper lots?—Yes.

Mr. Pollock—After reading the letter your Lordship will understand what this letter com-

plaints of: it was simply a question concerning the architects.

In answer to further questions witness said—In a letter dated 23rd December, 1896, Mr. Jacob Sassoon made a special request that a tablet with a certain inscription should be put up in the new synagogue. I objected to that and I resigned my position as trustee and refused to have anything to do with the new synagogue. Mr. Silas invariably came to me asking me to keep open the site as they might be able to take it. I agreed to wait because I was very anxious for a synagogue to be built in the colony. I did not agree to keep open the site for twelve months. It was not in my power to do so because I had agreed with the Government in regard to all these three sites that I should spend \$28,000 in erecting dwellings, to make them habitable, consequently rateable, within eighteen months. If I had agreed to give the community twelve months out of that it would have been impossible to erect those buildings and make my levels within the remaining six months. I agreed to spend \$12,000 on the lower lot and \$8,000 on each of the two upper lots.

Mr. Francis—Have you spent a cent on one of those upper lots yet?

Witness—Not a cent.

Have you obtained from the Government any extension of your time for building?—Yes, and I found myself in a fix.

Have you obtained a similar extension with reference to 1,381?—Yes, with reference to all three lots.

What date did you apply for the extension?—Quite recently. I cannot remember writing a letter other than that of the 8th March to Mr. Silas agreeing to keep the land for twelve months.

What arrangements did you refer to in the letter which you wrote stating that your arrangements were so far advanced that it would be impossible for you to make any concession?—Financial arrangements. Getting money ready to build the houses.

What arrangements?—Raising money by converting my securities.

Had you then realised securities to raise money?—No, certainly not.

And do you think it was the truth you stated in the letter?—Yes, quite true.

Continuing, witness said—I wrote to Mr. Bell Irving that I wanted an approach from the lower to the upper lots, and he circulated the letter amongst the Directors of the Land Investment Company, and so Mr. Ezekiel, who was one of the Directors, knew of it. At the meeting of the 13th March the trustees proposed to give me a right of way. They were willing to take 25,000 square feet. The question of the cost of building a retaining wall was broached and I was prepared to pay half the cost if the Jewish community paid the other half. An estimate of the cost was made and it amounted to \$9,000. The trustees were willing to pay on \$1,000. After the division of the ground on lot 1,381 had been agreed to about \$23,000 square feet remained for me.

Mr. Francis—If you had undertaken to pay the whole cost of the retaining wall the matter would have been settled?

Witness—Readily, I think.

It was your demand that they should pay half the cost that caused the whole affair to fall through?—Naturally.

Whose proposal was it that a little bit of the other lot should be thrown in?—The architects', I think.

Re-examined by Mr. Pollock—In the letter I wrote to Mr. Bell Irving, and which was circulated amongst the Directors of the Land Investment Company, of whom Mr. Ezekiel was one, I said that I wanted an approach as I should be using the upper lots in conjunction with the lower lot. I have paid for the land and since the purchase I have paid for boundary stones and the Crown rents out of my own pocket. I have often verbally discussed the question of the laying out of the land with Mr. Danby.

Mr. W. Danby, civil engineer and architect, said that in 1891 Mr. J. S. Moses, of the firm of Messrs. E. D. Sassoon and Co., interviewed him about a new synagogue. Witness suggested a site in the Kennedy Road to the west of the Union Church—the same site as had been previously contemplated for the Belilios Public

School. Mr. Moses applied to the Government for the site to be put up for sale and witness saw Mr. Brown, the then Surveyor-General. Witness received instructions from Mr. Moses to prepare a report and get out an approximate estimate of the cost. The matter was dropped but revived in 1893, but again the subject lapsed. The next thing was that Mr. Belilios spoke to witness about the land in Kennedy road and asked him to apply to the Government to put it up for sale. The total area was not mentioned, but Mr. Belilios said he wanted as much as he could get. He also said that the Jewish community could have a portion of it for a new synagogue, but if they did not wish it he would have the whole of the land himself. Mr. Belilios first of all applied for the lower lot as a feeler to see how much the Government wanted for it. Witness knew that Mr. Belilios was looking out for a site for a new house, as he had frequently said the Chinese were surrounding his present house, "Kingsclere," and he would have to clear out of it. In making the application for the ground witness told the Director of Public Works that he had nothing to do with the Jewish community and that his client was Mr. Belilios. Witness attended the sale at the request of Mr. Belilios, who was not certain whether he would be able to attend himself and if he was not there he wished witness to buy the land for him. When the upper lots were bought it was intended to approach them through the lower lot, the idea being to build the new house on a plateau twenty feet below the Macdonnell Road.

The Court then adjourned.

THE PROTECTION OF CHINESE BRITISH SUBJECT.

A STRAITS CHINAMAN IN TROUBLE.

[SPECIAL TELEGRAM TO THE "DAILY PRESS."]
Singapore, 6th December.

The Governor of the Straits Settlements telegraphed to the Consul at Amoy asking for the release of a Straits born Chinaman incarcerated in a native prison in China while travelling with a Straits passport.

The Consul replies that the Minister refuses protection because the Straits born man had not registered at the Consulate until after the suit in which he is concerned had begun.

PARTITIONING OF THE CHINESE EMPIRE.

EXTRAORDINARY REPORTS.

Private information has been received in Hongkong by a prominent resident from a correspondent in the North believed to be well informed to the effect that Russia, Germany, and France have agreed upon a policy of territorial aggrandisement by which each is to obtain substantial advantages. Germany is to retain Kiaochau and ultimately annex the whole of the Shantung province, France is to have Formosa and the Fokien province, and Russia is to annex Korea and Manchuria and the whole of the north-eastern portion of China as far as the Shantung border.

No official confirmation of this extraordinary report has been received in Hongkong, so far as can be ascertained but some importance is attached to it in non-official circles and we hear that a meeting of the Committee of the China Association is to be held to-day to consider the situation. We understand also that the information has been telegraphed to the home press.

Probably there is a substratum of truth in the report, but it is unlikely that a policy of out-and-out annexation is to be immediately entered upon. What seems more likely is that the Powers named have defined certain spheres of influence in which each is to have a free hand to do as it likes and that in certain contingencies each may count upon the support of the others. The statement respecting Formosa seems the most incredible part of the report, but what is meant possibly is, that in the event of war between Russia and Japan France would lend her assistance to the former Power and take Formosa as her reward should the war prove successful.

THE GERMANS AT KIAOCHAU.

CAPTURE OF KIAOCHAU CITY.

[SPECIAL TELEGRAM TO THE "DAILY PRESS."]
Shanghai, 6th December.

A force of two hundred men from the German fleet captured Kiaochau city on Friday without opposition, the Chinese retreating.

Peking, 29th November.

The German Minister has formulated his demands on the Tsungli Yamen under six heads:—

(1) Tls. 200,000 indemnity for the two German missionaries killed at Yenchou. (2) The rebuilding of the chapel destroyed in the riot. (3) The payment of Germany's expenses incurred in the occupation of Kiaochau. (4) Li Ping-heng, retiring Governor of Shantung, to be cashiered and dismissed from the public service. (5) The severest penalties upon the murderers of the German priests and upon the local authorities where the riot took place. (6) a. Germans to be given the sole right to open coal mines throughout Shantung province. b. Special privileges to be granted Germans in the matter of railways in the said province, and c. Germany to be given the privilege of storing coal at Kiaochau in perpetuity; i.e., Kiaochau to become a German naval coaling station.

The Imperial Government has, so far, refused to negotiate with Germany, and demands the withdrawal of the German forces before consenting to any of the above demands.

30th November.

In the Grand Council this morning his Imperial Majesty declared that he was willing to grant articles 1, 2, and 5 of the German demands, but as for Articles 3, 4, and 6, His Imperial Majesty is said to have announced that he would rather lose life and throne itself than give way to such preposterous demands. It is further stated at the Palace that the Imperial Government will ask the Dual Alliance and Great Britain to mediate and has decided not to proceed to extremities with Germany at present. Confirmation is given to the above report by the daily conferences the Ministers of the Tsungli Yamen have been having with the Ministers of France and Russia of late. There is also a rumour, the source of which cannot be traced, to the effect that the Russian Minister has declared his inability to give any help to China in the present crisis.

Shanghai, 29th November.

On Saturday last a number of junks, belonging to local native hong, which had loaded for Kiaochau returned to port with their original cargoes on board, and reported that they had been prevented by the Germans from entering the harbour limits of Kiaochau, while Tientsin junks already in Kiaochau harbour loading for the north were also prevented, according to the story of the local junkmen, from leaving the harbour.

Since the seizure of Kiaochau Bay by the Germans a great increase of activity has been observed in the interior in the way of recruiting troops, says a native correspondent, and it is intended to double the number of battalions by the end of this Chinese year in all the maritime provinces. A telegram from Peking states that the Emperor has been receiving no less than forty-eight secret memorials on the subject of the defence of the empire, not only from the Censors but also from the high military and civil officials in the empire. A change of policy will certainly be the outcome of all this, as great indignation is felt in the interior provinces at the action of the Germans. Not even during the late war with Japan was there such a united feeling that something must be done for home and country, as may now be observed everywhere amongst the educated people and the masses. This patriotic spirit is said by the same writer to be greatly due to the reading of the books published by the missionaries since the late war.

A decree has been issued by the Throne bidding Li Ping-heng, the Viceroy-designate of Szechuan, to leave his Governorship of Shantung until the case of the two German priests at Yenchou is settled satisfactorily. Another decree issued shortly after commands Chang Ju-mei, the Governor-designate of Shantung, who happened to be in Peking for his audience at that time, to start at once for Chinanfu, the capital

of Shantung, to assist Li Ping-heng. Regarding the last decree a Tientsin despatch reports that H.E. Chang Ju-mei passed through that city en route for Shantung on the night of the 20th instant, called upon Viceroy Wang the next morning, and had a conference with him which lasted all day and part of the night. At day-break of the 22nd instant H.E. Chang started for Chinanfu via the Grand Canal route. The same despatch also reports the arrival at Tientsin on the 20th of Dr. von Prittwitz, Secretary of the German Legation, bound for Kiaochau Bay. It is further stated that Dr. von Prittwitz intends to visit the scene of the late murder in Yenchou prefecture.

30th November.

Dr. Stuebel, the German Consul-General here, and Dr. Schrameier, interpreter, left yesterday by the *Loongmoon* for Kiaochau Bay.

General Chang Kao-yuan who was in command at Kiaochau Bay at the time of its seizure by the Germans has, according to a Peking despatch, been denounced to the Throne by Li Ping-heng, the retiring Governor, for cowardice in not resisting the invaders. General Chang is one of the most popular officers in the Northern army and our Newchwang correspondent wrote very highly of him during the war with Japan. It is said by the friends of General Chang that "when the Germans appeared they notified him that the Emperor of China had handed Kiaochau over to the former and dared him to resist on pain of being denounced as a rebel."—N. C. *Daily News*.

The *China Gazette* of the 1st December gives the following reports:—The contract for the erection of extensive barracks, dwelling houses, magazines, etc., for the accommodation of the German Garrison at Kiaochau has been given to a well-known Chinese contractor in Shanghai. The Chinese are growing more patriotic every day.

It is reported that the mandarins in Shantung have arrested nine of the murderers of the German Missionaries at Yengtu.

We understand that the journey of Dr. Stuebel, the German Consul-General, to Kiaochau is in connection with the establishment of Civil Government in that region, where German law will be applied to the native population.

An Imperial order by telegraph was received at midnight on Monday by Lu Hai-huan, Minister designate to Germany, instructing him to proceed at once to Berlin to open negotiations with the German Government on the seizure of Kiaochau Bay. He leaves here by the German mail steamer *Bayern* on Friday next.

Various reports appear in the Japanese papers with reference to the German occupation of Kiaochau Bay.

The Japanese *chargé d'affaires* at St. Petersburg, in a despatch dated November 25th, is said to have informed his Government as follows:—In reply to my inquiry, the German Ambassador at St. Petersburg states that his Government had previously informed the Russian Government of the occupation of Kiaochau Bay simply from a friendly point of view, but he asserts that the two Governments had not had any consultation upon the matter. He further remarked that it had been rumoured that a secret understanding existed between Russia and China [regarding Kiaochau], but the German Government was not aware of any such understanding, so that Germany had no necessity of formally consulting with Russia concerning the present step.

The action taken by Germany is said to be regarded as a menace to the peace of the Orient, that Japan cannot be silent, therefore, and that a protest must be made either jointly or with other Powers or independently by Japan. The Government seems to be resolved to protest against the action of Germany.

It is also stated that though the occupation was formally communicated by the German Admiral to the Commanders of the British, Russian, and French Asiatic squadrons, no notice had been received by the Chief of the Japanese Naval Staff Department or the Commander of the Japanese standing squadron.

A Peking telegram states that Germany has made a further demand upon the Chinese Government, relating to the construction of

railways in Shantung and the working of mines in the province. The railway question was mentioned by Reuter, but no reference was made by that authority to the working of mines.

A telegram is said to have been received in Tokyo, stating that the Chinese Government has asked Great Britain to intervene in the matter of the occupation of Kiaochau Bay, but Great Britain has declined to do so.

THE GOVERNORSHIP OF HONGKONG.

SIR WILLIAM ROBINSON'S SUCCESSOR.

His Excellency the Governor, Sir William Robinson, G.C.M.G., received a telegram from the Secretary of State on the 30th Nov. stating that Sir Henry Arthur Blake, K.C.M.G., who is at present Governor of Jamaica, has been appointed Governor of Hongkong in succession to His Excellency.

The date of the Sir William Robinson's departure has been definitely fixed for the 1st February, which our readers will regret to note is a month earlier than had been anticipated. The community will consequently not have the pleasure of His Excellency's company at the Races.

ST. ANDREW'S BALL.

The annual convivial gathering of Scotsmen in Hongkong on Tuesday night, 30th Nov., will be remembered for three important reasons. The first is that this year's ball is the jubilee of Scottish celebrations in this colony, it being exactly fifty years since Scotsmen as a body assembled in all their glory to maintain their national prestige and perpetuate the memory of Saint Andrew. The second and third significant points were that the Hongkong St. Andrew's Society bade farewell to His Excellency the Governor, Sir William Robinson, who shortly goes home, and to the West Yorkshire Regiment, whose band is admittedly the best ever heard in the colony. The first reason was of a highly congratulatory nature; the second and third evoked much regret. To part with our warmest friends is always painful, but when the parting is so well and impressively done as it was on Tuesday night pain is turned into pleasure, and we rejoice in the fact that Burns has bequeathed to us such homely, sympathetic, and touching words with which to express our true feelings. At the conclusion of the ball the band played "Auld Lang Syne" with variations consisting of Scottish song, first as a waltz and then as a gallop, and the dance wound up with the whole company joining hands and singing "Auld Lang Syne." The scene was indeed a memorable one and it will remain fixed in the thoughts of everyone who witnessed it. His Excellency the Governor, who was present at the time, must have been deeply impressed with the remarkable scene. In honour of this occasion it was decided to make as many special features in the matter of decorations as possible, and in striking out in many new ways the Committee in charge of this important work succeeded in introducing many pleasing effects which were absent in former years. In ascending the artistically decorated grand staircase one gazed into a large mirror which reflected the arms of Scotland on a background of tartan, these being placed at the head of the landing, and on reaching the ball room visitors were pleasantly surprised to see how effectively the introduction of white and dark curtains set off the excellent arrangement of the flags. The electric light, too, was unsparingly but judiciously used about the building, the large thistle over the mirror being strikingly beautiful. The Decoration Committee must certainly be congratulated on the immense success of their labours.

Punctually at nine o'clock His Excellency the Governor, who was accompanied by Captain Phillips, A.D.C., arrived at the hall, and he was met by the President of the Society, Hon. J. J. Bell Irving, the members of the Committee, and Mr. David Wood, hon. Secretary. Preceded by two pipers the President, the distinguished guest, and their retinue, ascended to the ball room and dancing was at once commenced, the first set being composed as follows—H.E. the Governor and Miss Anderson, Hon. J. J. Bell Irving

(President) and Mrs. Black, Captain G. C. Anderson (Vice President) and Lady Carrington, H.E. Major General Black and Mrs. Holland, Sir John Carrington (Chief Justice) and Mrs. Murray Bain, Commodore Holland and Mrs. McGregor Forbes, Hon. W. M. Goodman (Attorney-General) and Mrs. F. H. May, Mr. D. Gillies and Mrs. Goodman.

As usual at this social function the attendance was very large indeed and both ball rooms were always crowded, but fortunately the night was comparatively cool for dancing and everyone derived considerable pleasure thereby. A particularly gratifying feature of the dancing this year was the increased popularity shown in the national dances. This was no doubt brought about by the thoughtful act of the Society in inviting all its guests to the practice dances, and so enabling Scotsmen and Englishmen to improve their knowledge of the intricacies of the eightsome reel, the strathspey, Caledonians, and the Highland Schottische. The band of the West Yorkshire Regiment supplied the music, which, it is needless to say, was first class. We might here mention that owing to a family bereavement the Hon. J. H. Stewart Lockhart, who is one of the most active members of the Society, was unable to be present.

The following was the dance programme:—

Lancers	Cuidchan Righ
Waltz	Ruacam Racum
Caledonians	An Comunn Gaelach
Strathspey & Reel	Faile Sheamus More
Waltz	Uilleam's Calum's Morag
Eightsome Reel	{ Am Bramean air
	{ reang nan Teilear
Waltz	Ben Cruachan
Caledonians	Glen Albyn
Strathspey & Reel	Cabar Féidh
Polka	Fraoch Eilean
Eightsome Reel	Port More McEwen
Washington Post	Birlinn nan tonn
Waltz	Bhratach Bhan Chlann Avidh
Barn Dance	Bodaich nam briqisean
Waltz	Tha mi gu Tinn
Highland Schottische	Tulach Ard
Waltz	Fear a Chinn Mhoir
Caledonians	Ardmore
Polka	Cead mille failthe
Waltz	Buachill nan Caorach
Barn Dance	Gealus Gorm a Suas
Waltz & Galop	Auld Lang Syne

Supper was served in the circle and pit of the theatre, and the party at the President's table was the same as in the first set with the exception that Mr. T. Jackson escorted Mrs. May and Mr. David Gillies Mrs. Jackson. Mr. and Mrs. Goodman had to leave early in the evening and were not present at supper. The toothsome haggis was made by Miss Anderson and it was declared by those whose opinion was worth having to be exceedingly delectable. Mrs. Aitken made eight shortbread cakes, two of which were placed on the President's table. The one in front of the President was labelled "St. Andrew" and the one in front of His Excellency the Governor "St. George," and the figures "1847" and "1897" were tastefully worked on each cake. The haggis was brought in amid the stirring music of the pipes, and accompanying the bearers of the delicacy were two kilted Scots, each carrying a bottle of whisky for the President's table. The President, H.E. the Governor, and the two wearers of the kilt each took a glass and drank a full bumper of the neat liquor—soda was scorned on this occasion—and heartily drank to the Society's prosperity. The supper was excellently served by Messrs. Madar and Farmer and the wines were the best that could be obtained. Of course the supper room was prettily decorated and the stage received very careful treatment, the whole view being very fine indeed and much admired.

The card room received the overflow of visitors and they were most hospitably entertained.

In concluding this notice we should like to add a word of praise for Mr. David Wood, the hon. Secretary. Mr. Wood is a Scotsman to the teeth, and he works for the Society with such a good heart and with so much thoroughness that success must crown any effort he makes.

The following were the stewards:—A. G. Aitken, R. Adam, J. Alston, G. C. Anderson, J. Andrew, A. S. Anton, G. Murray Bain, H. E. Major-General Black, C.B., John Blake, J. F. Boulton, W. D. Braidwood, D. E. Brown,

A. C. J. Campbell, H. F. Carmichael, Capt. Crawford, R.A., H. Crombie, J. B. Cousins, A. Coutts, D. R. Crawford, A. Cumming, A. Donald, W. A. Duff, J. McG. Forbes, G. C. Fullerton, J. Gilchrist, David Gillies, A. G. Gordon, Capt. L. A. C. Gordon, R.A., W. Douglas Graham, Commander Arnot Henderson, F. Henderson, T. F. Hough, Hon. J. J. Bell Irving, David Landale, Hon. J. H. Stewart Lockhart, W. K. Low, D. MacDonald, A. P. MacEwen, E. F. Mackay, F. D. Maclean, Dep. Insp. General Maclean, Mr. F. Maitland, Campbell A. McAllum, H. McCallum, James McKie, E. J. Main, R. Mitchell, A. C. More, J. R. Mudie, W. Nicholson, James Rankin, Archibald Reid, Arthur M. Reid, Dr. Rennie, R. L. Richardson, H. A. Ritchie, A. Rodger, John Rodger, C. S. Sharp, A. Sinclair, A. Findlay Smith, Gershom Stewart, M. Stewart, J. D. Smart, W. Taylor, A. M. Thomson, Dr. J. C. Thomson, D. D. Thomson, J. Thurburn, Hon. T. H. Whitehead, James Walker, Malcolm Watson, David Wood.

The various Committees were constituted as follows:—

Invitation Committee—Hon. J. H. Stewart Lockhart, Hon. W. Chatham, Messrs. D. Gillies, A. P. MacEwen, E. J. Main, Gershom Stewart, A. Coutts, Dr. Rennie, and D. Wood. (convenor).

Card room Committee—Messrs. G. Murray Bain (convenor), A. M. Marshall, Hon. A. M. Thomson, Mr. T. F. Hough, and the Honorary Secretary.

Dancing and Music Committee—His Excellency Major-General Black, Messrs. G. C. Anderson (convenor), O. D. Thomson, H. A. Ritchie, D. Landale, E. F. Mackay, A. Sinclair, and the Honorary Secretary.

Supper and Wines Committee—Hon. T. H. Whitehead, Messrs. H. F. Carmichael, G. L. Duncan, A. Cumming, A. Donald, James McKie, W. Nicholson, R. L. Richardson, C. S. Sharp, A. Rodger, J. Waddell, J. McGregor Forbes (convenor), J. F. Boulton, W. D. Braidwood, G. C. Fullerton, A. G. Gordon, and the Honorary Secretary.

Decorations—His Excellency Major-General Black, Captain Crawford, R.A., Messrs. J. B. Cousins, J. Gilchrist, A. G. Gordon, D. Gillies, Malcolm Watson, D. MacDonald (convenor), E. J. Main, J. R. Mudie, A. P. MacEwen, Dr. Rennie, and the Honorary Secretary.

Ladies' Room—Messrs. D. R. Crawford (convenor), A. Findlay Smith, and Dr. J. C. Thomson.

TELEGRAPHIC GREETINGS.

The following telegraphic greeting was sent by the Hon. Secretary to Singapore, Yokohama, Shanghai, and Kobe:—

"Chief Bell-Irving and Hongkong Scots greet — brother Scots.—WOOD Secretary." The following were the replies:—

Singapore.—"Your Scottish fellow-countrymen in Singapore return hearty greetings with the honours three.—TAYLOR."

Yokohama.—"Chief Ross and your brither Scots of Yokohama return hearty greetings.—FRASER."

Kobe.—"Chief A. Bell and brither Scots thank Hongkong Scots and reciprocate.—HURTON, Secretary."

Shanghai.—"Brither Scots, Shanghai, return hearty greeting.—GARDNER."

HONGKONG SANITARY BOARD.

A meeting of the Sanitary Board was held at the offices on 2nd December. Dr. J. M. Atkinson (Principal Civil Medical Officer) presided, and there were also present Hon. F. H. May (Captain Superintendent of Police), Hon. R. D. Ormsby (Director of Public Works), Dr. Clark (Medical Officer of Health), Mr. N. J. Ede, and Mr. H. McCallum (Secretary).

MINUTES.

The minutes of the previous meeting were read and confirmed.

PLAGUE IN BOMBAY.

The number of cases of bubonic plague in Bombay from Oct. 20th to Nov. 3rd was 141, and the number of deaths, 91.

THE SANITARY SURVEYOR'S REPORT.

The report of the Sanitary Surveyor, Mr. J. R. Crook, for the quarter ending 30th September last, showed that during the quarter plans had been deposited and passed as being in accordance with the provisions

of the Public Health Ordinance for the re-drainage of 182 houses. Plans for 410 houses were passed during the first half of the year and plans for 1,023 houses were carried forward from 1896, making a total of 1,615 houses in hand for re-drainage during the year. The re-drainage of 87 houses had been completed during the quarter making, with 640 houses previously completed, a total of 727 for the year and leaving, after deducting 17 houses, the plans of which had been cancelled, 871 to be carried forward. Notice of re-drainage repairs had been received in 34 instances making with 230 previously received, a total of 264 for the year. A total of 150 have been completed and 114 carried forward. A total of 160 houses have been inspected under Section 53 of the Public Health Ordinance, in 27 of which the drains were found in order. Notices were served on the owners of 133 houses to entirely reconstruct the drainage arrangements. Certificates have been issued under Section 74 of the Public Health Ordinance to 70 houses as having been built in accordance with the provisions of that ordinance.

MORTALITY STATISTICS.

For the week ended 13th November the death rate was 18.4, as against 27.7 for the corresponding period of last year; for the week ended 20th November the rate was 23, as against 22.2, and for the week ended 27th November the rate was 20.9, as against 20.

A NEW DEPARTURE.

Correspondence having been read in reference to the need for the erection of a public urinal a discussion ensued and it was resolved to write to the Director of Public Works asking him to report on the advisability of erecting an underground urinal near the City Hall museum.

ADJOURNMENT.

The Board then adjourned until Thursday week.

THE NAVY LEAGUE.

ANNUAL MEETING OF THE HONGKONG BRANCH.

The annual meeting of the Hongkong Branch of the Navy League was held on 3rd December at the City Hall. Commander W. C. H. Hastings, R.N.R., presided and amongst those present were—Messrs. H. E. Pollock (Hon. Secretary), Gershom Stewart, J. J. Francis, J. McKie, H. N. Mody, C. Duncan, J. McGregor Forbes, H. Wodehouse, T. Jackson, and G. C. Andersen.

The CHAIRMAN.—Gentlemen, prior to asking you to pass our report, which I trust you will take as read, I desire to make a few remarks on our work during the past year. Before touching on the events of the past thirteen months—for it is more than a year ago since we last faced you at a general meeting—I must refer to the loss we have sustained by the departure of our first President, Mr. Atwell Coxon, and though for his sake we rejoice that he has gone home for good, on behalf of the Committee and this branch of the League, I am sure you will heartily concur with me in regretting that he is not with us to-day to preside over this meeting. Many of the subjects taken up by this branch of the League were on his initiative, and to his clear judgment, kindly tact, and wise leadership, is due much—very much—of such measure of success as has yet attended our efforts. Wherever he is, though, we may be tolerably sure he will always take a warm interest in Hongkong, and in this branch of the Navy League. I was nearly saying in this most distant branch of the Navy League, but since our last meeting on the 23rd of October, 1896, one of our members, Capt. Palmer, has resigned, only however to start a sturdy little twig of the League at Chinkiang. It is to be regretted that we have had no more interesting and instructive lectures from Mr. Francis; still, our roll of members shows that the interest in this branch of the League has not flagged. We number to-day 93 members and 20 associates. Last year we had 85 members and 22 associates. If our correspondence with the Head Office during this our second year of existence has not been so voluminous as last year, it has been because some of our aims have been in part attained and also because we are now in working order,—a going concern,—giving instead of receiving instruction and advice, disseminating knowledge

amongst younger branches that have applied to us. Seamen serving in vessels belonging to the Canadian and Pacific Railway or Peninsular and Oriental Companies, or any other subsidised merchant cruisers, can now be enrolled on application to the Commodore in Charge at Hongkong. Payments for retainers to Royal Naval Reserve men will also be made by the Paymaster of H.M.S. *Victor Emanuel*. Your Committee have continued to bring forcibly to the notice of the Navy League the lamentable increase in disease, and in its virulence, pressing the urgent necessity for the re-enactment of the Contagious Diseases Act. In view of the action being taken with regard to India, and the reinforcement of the Cantonment Act, there is a reasonable prospect to hope that the old checks found to work salutarily here will be reverted to. In the early part of the year we forwarded through this Branch of the League expressions of opinion, deprecating any reduction of the Navy Estimates, from British subjects at Chinkiang, Hankow, Foochow (32 signatures), Amoy (30), Canton (31), and Hongkong (462). However much they may have been in accord and sympathy with the resolution, no members of the Civil, Naval, Military or Consular Services felt at liberty to sign it. Gentlemen, it is easy to scoff at our short rolls of names, and sneeringly to say that Imperial ideas commend themselves to us for obvious reasons; that we reap the benefit; the taxpayer at home pays the piper—a very narrow view, and an incorrect assertion. Where would that Empire be but for its outposts and advanced pickets? Have not those outposts and advanced pickets the right to demand adequate support and security of communication with the main body? or are they merely scapegoats driven forth into the wilderness—sapless excrescences to be lopped off and consumed when the time may seem ripe to the spoiler? Do we pay nothing to the piper? Why are we here but to spread and maintain that trade, on which feed and flourish the forty millions at home in the heart, the core of that Empire on which "the sun never sets?" (Applause.) Howbeit, our resolutions went home, and our party—if you like to call it a party—that party without a name, whose sole plank is the maintenance of the sovereignty of the seas for and by Great Britain—gained its immediate object; the Estimates for the Navy were not reduced. We contributed our tiny drop to the flood tide of that success. Your Committee has during the year under review given two prizes of £20 each to four schools, viz: Queen's College, St. Joseph's College, Victoria English School, and the Diocesan School for the best essays on "The Command of the Sea" and "The use of the British Navy." The thanks of the Committee are due to the Rev. Mr. Cobbold for adjudicating the prizes in the case of the Diocesan School, and also to Mr. Macell for his course of lectures to the boys of Queen's College, the results of which were very apparent in the excellence of the work sent in from that college. St. Joseph's College has as yet not sent in any essays. Your Committee has congratulated the branch of the League at the Cape of Good Hope on the splendid offer by that colony of a battle ship to the mother country—untrammelled as it is by any conditions. The Central Committee have impressed on us that local endeavours should be made to raise a Naval Reserve, and we have outlined a scheme—the only one that appears feasible, under existent conditions in these seas,—for forming a Reserve of trained Chinese stokers, which has been submitted to the League and also to the Naval Authorities on the station. This brings us to our most serious want—men. During the past 10 years some 34,000 men have been added to the Navy and yet Lord Charles Beresford tells us that on the outbreak of war we should require 30,000 additional men to man the fleet; and, gentlemen, we have not got the trained men. That great nursery for the British fleet, the merchant service, is now manned to the extent of 55 per cent. by aliens, and the numbers of British merchant seamen are rapidly dwindling, so rapidly that the day seems not far distant when, like the Dodo, the species will be extinct. We here in Hongkong saw an illustration of this only the other day. A British sailing ship, owned in London, loaded in and cleared from a British port, bound to this British possession, was commanded and manned (with one exception) by Germans. On the out

break of a war how many British ships might not be seized and run by their foreign crews right into the enemy's ports? On the subject of manning the Toronto Branch of the Navy League in their memorial to the Governor-General of Canada of the 14th December last say: "The shortage of men as a reserve for the British Navy is receiving the serious attention of the British Government, and in connection with that question it is pointed out that competent authorities on naval matters are urging upon the English people the necessity for taking prompt and even radical measures for increasing the Royal Naval Reserve and reforming the constitution thereof." It is true that at the great naval review in June last 40,000 men manned the fleet, but how many of those men were coast-guardsmen? In war time could we strip our coasts of trained look-outs? Our French friends have stated with frank brutality that whilst avoiding battle with our fleets every effort will be made to burn and harry defenceless coast towns and seaside watering places—by the slaughter of women and children and helpless invalids to terrorize the people of England. It may have other results. That very naval review is already proving a stumbling block to the Navy League; already the little Englishers are raising their heads and tauntingly asking, "Are the jingoes satisfied now?" The answer from Leaguers must be, "No," unhesitatingly, most emphatically, "No." You have all doubtless read in the October number of the League's journal that criticism of the British Navy translated from "La Marine Française" written on the Jubilee review. There are two passages in it we should earnestly press on the attention of our countrymen. They are: "I, however, insist on this point: The British Navy is unequal to the task which will fall upon it, sooner or later, under circumstances which no man can foresee, but which may any moment arise unexpectedly." And again: "I personally should have liked those foreign fleets to have been present, that the English might have seen them and understood what a menace hangs over their heads. Then the true patriots would have realised that it was no time to slumber in idleness." That is just the point. If the great multitude that shouted themselves hoarse in the Solent in June last could be taught that in a score of dockyards from the Baltic to the Mediterranean were lying fleets numerically equal to ours, and that tens of thousands of men were working with feverish haste to increase those fleets till they were deemed equal to our destruction, our task would be over. We can afford no equality; until we have achieved absolute superiority to any combination, till then the "Pax Britannica" is not assured and our objects are not attained. Our fleet of battle-ships has not that one-third numerical superiority to the fleets of Russia and France laid down as the very minimum of strength for our requirements by the Committee of Admirals to seal up all their battle-ships in their ports; and who shall say that it will be only France and Russia we may have to reckon with? Our cruisers are not numerous enough to protect all our trade routes. France is outstripping us in torpedo boats and destroyers, and building besides three 23-knot cruisers. Germany has one of the largest, and the very fastest trans-Atlantic liners afloat. We congratulate ourselves that we can build ships faster than any other power, but France is treading very closely on our heels, as also is Germany. The industrial war now raging in England has hopelessly dislocated the naval programme for 1897. Can we make it up in 1898 with the work for that year? Will the breathing time last through 1898? Lord Wolsley has made out an excellent case for the increase of the Army, and who can speak with greater weight—more knowledge—than the Commander-in-Chief? But still as Leaguers—there is as yet no Army League—it is our plain duty, in season and out of season, to press upon our countrymen the paramount necessity for an all-powerful Navy. We have had a marvellous awakening and now we see how much yet remains to be done. It is awful to think what that awakening would have been had war broken out 10 years ago. Had such a contingency occurred, and our want of preparation become apparent, a Lord of the

Admiralty remarked in 1888 that probably amongst some of the first measures to be adopted would be comprehended the execution of their Lordships—yet that would neither have helped us nor been just. The Sea Lords furnish their reports, but the Treasury will not grant the money. One of the objects of our League was to require all parliamentary candidates to pledge themselves to vote for an adequate Navy. I venture to think one of our objects now should be to bring pressure to bear in the House of Commons to require the production of the reports of the Lords of the Admiralty. I do not hesitate to say that once those reports were in the hands of the members of the House of Commons such revelations would appear as would weld all parties into one earnest horrified whole—determined at all costs to make adequate provision for men, ships, dockyards, coaling stations, and every possible requisite for the preservation of the Empire. Our work would be over. If similar returns from the military authorities and commanders of fortresses were also published, Lord Wolsley's aims would speedily be attained. Then if in the day of disaster high officers were hanged justice would not be outraged; they could not say, as they can now, "We have warned you; our warnings have never been allowed to reach the people. We have asked for the requisite machinery and been refused—not by the people of Britain but by the Treasury—for the exigencies of party." The day the House of Commons is frankly and fairly furnished with facts, that day our League will gain 600 recruits—600 platforms will spread our propaganda; to paraphrase Macaulay, "Then none will be for a party, all will be for the State." Your Committee has brought prominently to the notice of the executive of the League the disparity (on paper) between the strength of the British Navy on this station and that of the French and Russian fleets and, in view of the trend of recent events, that Germany must also be considered as a possible enemy. Gentlemen, we have not posed as experts, we have not ventured to compare armour or guns, we have only furnished facts. The conditions of warfare have changed; this generation has seen no naval battle save the Yaloo. Who are the experts now? What can we do but count noses till the proof time comes? Our fleet on this station is scattered from Singapore to Behring Sea, policing rivers and shepherding trade. The fleets of the three powers indicated have been in unison before, and may be again. It is true the *Powerful* is on her way out here, but remember the *Porpoise* and *Spartan* left the station without being relieved. For these reasons, therefore, your Committee thought it their plain duty to bring these facts to the notice of the Central Committee for such action as they may deem prudent or desirable. Since we last wrote to London on this subject Japan has got out two of the finest battle ships afloat. A coalition between Japan and her northern neighbour does not at present seem probable, but before now the monkey has made use of the cat's paw to get the chestnuts out of the fire. Are we going to trust to the forbearance of the Japanese? Will they be in the van equally as our allies or our enemies? Forgive me, gentlemen, if I have been discursive, and asked you many questions. I will only ask you now to pass our report, the adoption of which I beg to propose. (Loud applause.)

Captain G. C. Anderson, in seconding the resolution, thought more enthusiasm ought to be infused into the League, otherwise it would lapse into the usual dead and alive condition so characteristic of many Eastern societies. He thought there ought to be more than one meeting every year; it was not enough to be simply told once a year that there was a good balance in hand. If the steam pressure was not kept up the engines would stop, and he suggested that some of the members should give lectures and, while doing everything possible to keep in full sympathy with the aims of the Peace Society, endeavour to dissipate the sentimentalism that would have them forget the name of Nelson and the story of Trafalgar. (Applause.) No name in our history was worthy of more veneration than the name of Nelson and it should be so held in every village school in the land. It was now necessary to exercise the strictest vigilance in the future and he thought

the proportion of our warships should be five to every three of those of foreign powers.

Mr. Duncan asked if the Branch had made any representations to the Central League in London with reference to the extension of the territory at Kowloon. He thought our docks and coal depots on the other side should be better protected than they are at present, and that their protection should not rest entirely on the warships.

The Chairman said that last year representations were made and Mr. Chater's letter was sent home.

Mr. Duncan said he would move a resolution on the subject.

The report and accounts were adopted.

Mr. Duncan then moved—"Whereas the business of the Navy League is to consider everything that affects the Navy; and whereas the most important naval station in the east is Hongkong; and whereas several European Powers are now so extremely active in the East that any day might see each province of China occupied by armies and navies of our worst enemies; and whereas Hongkong's vital parts, docks, and coal stores, are in range (with modern ordnance) from several points beyond our borders, or within dangerously easy raiding distance of non-British territory, be it hereby resolved that in the interests of the Navy as well as for other reasons it is imperative to extend the boundaries without further delay, and that the Navy League should do its utmost to stimulate the Government to action before it is too late."

Mr. Francis seconded.

Carried.

On the motion of Mr. Jackson, seconded by Mr. McG. Forbes, the President, Vice-President, and the other members of the Committee were re-elected.

A hearty vote of thanks to the Chairman was proposed by Mr. Francis and carried unanimously. This concluded the business of the meeting.

A LOCAL NAVAL RESERVE.

The following is the outline of the scheme suggested by the local branch in response to the request of the Central Committee, which urged that local endeavours should be made to raise a Naval Reserve:—

China coasters employ Chinese crews; no local reserve of fighting material could therefore be formed here, the bulk of British seamen entering the port being R.N.R. men.

Chinamen, however, make excellent stokers and some twelve hundred of the best of these men are constantly employed by British shipping plying to and on the coast of China.

Wages range from \$14 with keep to \$18 a month finding themselves.

A very small retaining fee—\$20 a year—would secure the best of these men as reserve stokers who could be trained in the torpedo boats and destroyers or the harbour defence ships on the station.

Under existent conditions in China this would appear to be the only practicable scheme of Naval Reserve.

THE PHILHARMONIC SOCIETY'S CONCERT.

On Friday night, 4th Dec., the Hongkong Philharmonic Society opened their third season at the City Hall with a concert, which was very successful. The concert was held in St. George's Hall, which, thanks to the Committee of St. Andrew's Society, was not shorn of any of the recent ball decorations. There was a large audience, amongst those present being His Excellency the Governor, Sir William Robinson, G.C.M.G. (President of the Society), and Hon. W. M. Goodman (Vice-President). The orchestral music was supplied by thirty instrumentalists, many of whom were members of the Band of the West Yorkshire Regiment, whose assistance was given by kind permission of Colonel Gordon and the officers. Mr. W. G. Bentley, A.R.C.M., was the hon. conductor and it is unnecessary to say that his work was thoroughly well done.

The programme was admirable in length and selection. Herold's overture to "Zampa" was the first item, and either because it has been heard in Hongkong before or because some of the audience looked upon it as an ordinary curtain raiser there was much chattering

until its completion. Those who listened attentively thought the melodiousness of the piece in no way suffered from repetition. Mrs. Dodwell sang "Call me back" with fine expression and enunciation and she was heartily applauded. The next contribution was by M. A. Giraud, who was much commended for his violin solo, Handel's "Largo," which he played instead of the two pieces mentioned in the programme, he having had no time to practise them. Mr. Mirow was in good voice and his song, "Neue Liebe, neues Leben," was rendered with much good taste and feeling. The fifth and last item in the first part was Schubert's unfinished symphony, which was interpreted by the whole orchestra in exceedingly good style.

The second part opened, after a short interval, with the Fest March from "Tannhäuser," which was most warmly applauded by the audience. Mrs. Dealy met with a cordial reception and her singing of "Light in Darkness" was very sweet, her deep notes being exceedingly rich and pure, and the appreciation was so marked that she repeated the last verse. Mr. W. G. Bentley again displayed his skill as an executant, his choice being the rendering of a Scotch fantasia on the clarinet. Mr. A. C. Van Neiro sang "An Old Love Dream" with violin obligato by Mr. L. R. Ruchwaldy. Mr. Van Neiro's fine tenor voice was heard to excellent advantage and he was most enthusiastically encored. The last item was the overture to "Hänsel and Gretel." The programme said "it was well received when produced in London a few years ago." The piece was most artistically played and the applause at the finish proved that London was right.

We should like to add that the audience suffered two annoyances. The programmes were printed with ink which "ran" and stained everything it came in contact with. The other annoyance was that during the progress of the concert late arrivals stalked about the room looking for their seats. This is a very prevalent practice in Hongkong, objectionable to the audience and uncomplimentary to the performers. No one should be allowed to walk about the room while a piece is being played or a vocalist singing.

The orchestra was composed as follows:—*First Violin*.—Mr. A. Giraud, Mr. G. Sydney, Mr. H. B. T. Cox, R.N., Mr. L. R. Ruchwaldy, Mr. Schröeter. *Second Violin*.—Miss Crawford, Miss Humphreys, Mr. J. M. Rosario, Mr. R. Belilios. *Viola*.—Corporal Skilton. *Violoncello*.—Mr. H. Elmer and Musician Jones. *Bass*.—Musicians Lyons and Skilton. *Flute*.—Mr. L. Crawford, Mr. J. S. Ruchwaldy, and Corporal Harper. *Piccolo*.—Musician Lytton. *Oboe*.—Musician Quaid. *Clarinet*.—Mr. A. Cumming and Corporal Scragg. *Bassoon*.—Musicians Wheeler and Pickett. *Horn*.—Mr. H. S. Cooke, Sergeant Murrell, Musicians Henson and Rhodes. *Cornet*.—Mr. J. A. Collaço and Musician Seaborne. *Trombone*.—Musicians Gates and Chatwin.

RAID ON A TRIAD SOCIETY MEETING.

At the Magistracy on the 6th December, thirty-two men were charged with unlawfully attending a meeting of the Triad Society at Yee On Lane on the 4th instant. Mr. E. J. Grist appeared for the defence of the prisoners. Chinese constable 145 said:—At midnight on the 4th instant I went to No. 4, Yee On Lane. I found the trap door of the second floor closed. I gave three knocks. A voice inside enquired, "Who are you?" I answered, "Hung Ying." "Hung Ying of what place?" was asked. "Hung Ying of Tai Hum Canton," I replied. The door was then opened. I got up and walked into the front hall, where I saw the paraphernalia of the Society and a list of names on a table. I glanced at the names and then looked round the room. I saw the first defendant sitting at another table writing, and there were eight or ten men standing round him. When he noticed me he rose to receive me. He asked me who I was and I said, "We are all brethren." He said he was very glad to know that and invited me to visit them sometimes. He then asked me to go with him into another room, where I found the second prisoner lying on a bed smoking opium. He ordered tea and tobacco to be brought and then

asked me my name and position. I told him that my name was Wong Chek Sang and that I was a plaster seller living in Second Street. I had only come down from Canton the night before. The second prisoner told me he had been here about three months, and that the ceremony had been in progress a week. He also said that there were three or four hundred members of the Society in Hongkong, and then asked me who was my tutor. I replied, "Chu Kwong of the Ching Yen District, at present living in Canton." I also said that I expected my tutor here in a day or two, and I was asked to take him to the meeting when he arrived. After a while I said that probably my tutor might arrive that very night. While we were talking in the room the people in the hall had removed the tables there, and spread mats on the floor, upon which squatted all those who were in the room. Some one then knocked at the trap door. I heard the question, "Who are you?" put and the reply, "Hung Ying," but the people refused to open the door, so I said it might be my tutor and upon that the door was opened and the police came up. I am a Christian and was never a member of the Triad Society.

One of the prisoners, a tailor by trade, was discharged at the request of Inspector Hanson, to give evidence against the others, but he made his statements in such an unsatisfactory manner that the Magistrate sent him back to the dock.

A Chinese detective said:—On the 5th inst., at 12.15 a.m., I went to No. 4, Yee On Lane. I found the trap door of the second floor closed. I knocked at it and heard some one shouting out in the Hock Lo dialect, "Who are you?" I replied, "Hung Ying." I then caught the words, "All asleep." I shouted back, "Hung Ying Li Ching-chenng." Li Ching-chenng is the name of an old Triad Club, and all members are called Hung Ying, Hung being the surname. When I had made the above reply the door was opened to me. I stepped up and saw in the hall quite a number of persons. All the prisoners were there, and about twenty of them were sitting on the floor. Some had their jackets open at the front. This is the second stage in the initiation. When new members are initiated they are taught two things; first, how to arrange their queues in a peculiar fashion across their shoulders, and then to unbutton their jackets and sit on the floor before they can worship. I saw the last witness (the tailor) and the third prisoner standing near a door, and the second prisoner was teaching them how to arrange their queues. I arrested the three of them. The meeting was held for the purpose of admitting ten new members into the Fuk Liu Hing Triad Society.

At this point the case was remanded bail being allowed for the first and second prisoners in one surety of \$150 each, and for the others \$100 each.

BOXING TOURNAMENT AT THE CITY HALL.

At the City Hall on Wednesday night, 1st Dec., a boxing exhibition, promoted by Mr. Harper, of the Stag Hotel, was given by several military and naval men. The house was full, the seats in the body of the house being all occupied by sailors and soldiers. They signified their appreciation by prolonged applause, and several times during the evening they had to be called to order but it was no easy matter to restrain the ardour of the men. The entertainment opened with a five round middle-weight contest between Leonard (Hongkong) and H. Lambert (R. M. L.I.) for a gold scarf pin. The first round afforded no little amusement. More work was done in the second round, but at the close of the third both men looked rather tired out and Leonard declared that he had had enough. The next bout was a three round light-weight contest between Marlow and Watkins, both from H.M.S. *Centurion*, for a handsome trophy. The men are clever boxers, and gave a fine display. The third item was a three round exhibition spar between Talbot and Ashdown, of the West Yorks. Both men settled down from the first to hard hitting and made matters warm and lively. During the interval which followed preparations were made for the grand event of the evening—

a twelve round contest between Pearson (West Yorks) 9st. 6lbs. and Dacey (H.M.S. *Iphigenia*) 9st. 4lbs. for the light weight championship of Hongkong. As the curtain was being raised, the audience on the stage was augmented by a number of new arrivals, among whom were Commodore Holland, A.D.C., Colonel Gordon, Captain Phillips, Captain Loveband, A.D.C., Major Retallick, Hon. F. H. May, Hon. T. H. Whitehead, and several military and naval officers. Dacey won the toss and selected the corner at the upper part of the stage. Both men appeared in good form. Mr. Gridley, the referee, introduced them to one another as they had not met before. Mr. Farmer kindly consented to act as time-keeper. The seconds inspected the gloves, which were 6½ ounces in weight, and the ring was then cleared.

Round 1.—The men acted warily for a while, neither being anxious to open out. Pearson finally led with a left on Dacey's jaw, and received a right on his ribs. Some light sparring ensued, the men clinching frequently.

Round 2.—Some fine counters were exchanged. Dacey then put in a right on his opponent's body, and prettily got him in chancery. Pearson hit out with his right, and got his opponent on the jaw. Each got a couple of blows but neither seemed to have secured any advantage.

Round 3.—Some hard hits were exchanged, and excitement rose high in the body of the house. Dacey landed a telling right on Pearson's head, and followed up his advantage by forcing his opponent to his own corner. Some hard exchanges followed, and at the close of the round Dacey held a decided advantage.

Round 4.—Dacey led with a right, but was floored by a left from Pearson, who shortly after put in a telling body blow, following this up by a left full in the face. Dacey retaliated with a couple of body blows, and then placed his left on his opponent's jaw, but he again went under from a swinging left by Pearson. Great excitement prevailed throughout the house. Pearson had the best of the round, his opponent going down twice; the first time he was helpless for seven seconds.

Round 5.—Both were wary. Dacey opened with a right, and followed with several body blows. Pearson planted a right on Dacey's jaw, next put in a body, and then sent him to the ropes. Dacey then hit out, and when time was called he had slightly the better of it.

Round 6.—Dacey again led. Pearson landed a telling right on his opponent's nose which caused him to sniff blood. Each scored a right, and a smart counter was exchanged. Dacey planted several other rights in quick succession, and then hit out a left straight from shoulder, which Pearson very cleverly dodged. The whole round was rather mixed up and honours were divided.

Round 7.—Pearson led with the left which Dacey smartly dodged, and a clinch ensued. Dacey scored again on the jaw, and followed it up. Pearson delivered several lefts, but received another telling blow on the jaw and was pushed to the ropes.

Round 8 was rather a pit-a-pat game. Pearson made several clever dodges but still appeared weak.

Round 9.—Dacey felt his opponent's ribs, but Pearson staggered him with a left on the head. Some hard hits were delivered by each, Dacey making more use of his right arm, while Pearson stuck to the left. Honours were divided.

Round 10.—The energy expended in the last round, and the hard hits given and received by each, seemed to have made the men more careful, and very little work was done.

Round 11.—Blows came slowly at first, but Dacey soon let out some rights in quick succession. Pearson retaliated with some lefts on his opponent's face, but at the close Dacey still maintained the lead.

Round 12.—This was the last round. Both shook hands, and then some warm work was put in. Excitement rose to a climax. Pearson planted a good left on Dacey's jaw, and followed it up with a right on the body, but seemed rather groggy near the close, and was knocked about the ring by his opponent. Everyone anxiously awaited the decision, and when a draw was proclaimed there was loud applause from all parts of the house. Mr. Gridley, the referee, proposed that the men should try another round but they preferred to leave the verdict as it was.

CRICKET.

OVER XXVII v. UNDER XXVII.

Notwithstanding that the juniors were far short of their full strength, they scored a very creditable, if somewhat unexpected, win on Saturday, 5th Dec. Gordon, Shipway, and Moberly played good innings, especially Moberly, whose 56 contained some fine on drives. For the seniors, Dyson played best. Maitland and Vallings also seemed quite at home and settled for scoring, when both lost their wickets to two good throws in. As usual, several catches were dropped; otherwise, it would not have been cricket as played in Hongkong. On the other hand, some good catches were made and the ground fielding was generally clean, Hitchin at mid-off being noticeable. As regards the bowling, Campbell rather astonished some batsmen, and F. Lammert delivered two balls for two wickets captured by his brother at forward short leg. Smith's record was 6 for 24; if he had bowled more the score made by the under XXVII would probably have been considerably below 183. The wicket keepers both showed good form. Next Saturday the Navy will play the Club, a game for which we hope to see members down at the nets practising this week.

Appended are the score and analysis:—

UNDER 27.				
Lieut. Gillett, R.N., l.b.w., b Sheldford	4			
C. W. Gordon, W.Y.R., c Sheldford, b Hastings	36			
Shipway, R.N., c Sheldford, b Smith	36			
G. D. Campbell, H.K.R., b Smith	11			
H. S. Moberly, H.K.R., b Smith	56			
Lieut. Dewar, R.N., b Smith	0			
R. F. Lammert, c Hastings, b Vallings	21			
F. Lammert, c sub, b Dyson	12			
F. W. Chisolm, b Smith	0			
Hitchin, b Smith	0			
H. Arthur, not out	0			
Extras	7			
Total	183			

BOWLING ANALYSIS.					
Overs.	Maid.	Runs.	Wides.	N.B.	Wickets.
Sheldford	17	3	65	—	1
Vallings	18	7	45	—	1
Hastings	6	1	21	—	1
Smith	13	6	24	—	6
P. G. Davies	7	1	14	—	—
Dyson	4	1	7	—	1

1st Innings.			2nd Innings.		
Surg. Peard, R.N., st. Arthur, b R. F. Lammert	12	not out	31		
Capt. Langhorne, R.A., c Lammert, b Gillett	14				
Capt. Dyson, A.P.D., c Arthur, b Dewar	31	c and b Campbell	8		
F. Maitland, run out	21				
J. F. A. Hastings, R.N., c and b Campbell	0				
T. S. Smith, b Campbell	8				
Rev. G. R. Vallings, run out	18	not out	0		
A. Anderson, c R. F. Lammert, b F. Lammert	11				
P. G. Davies, R.A., b Campbell	2				
T. Sheldford, R.N., not out	0	st. Dewar, b Moberly	10		
Dr. Atkinson, c R. F. Lammert, b F. Lammert	0	c Sub, b Dewar	31		
Extras	3	Extras	4		
Total	120	Total for 3 wks	84		

BOWLING ANALYSIS.					
Overs.	Maid.	Runs.	Wides.	N.B.	Wickets.
First Innings.					
Gillett	16	6	39	—	1
R. F. Lammert	10	2	15	—	1
Dewar	12	2	37	—	1
Campbell	7	—	26	—	3
F. Lammert	0.2	—	—	—	2
Second Innings.					
Gordon	6	—	38	—	—
Moberly	4	—	28	—	1
Campbell	3	—	6	—	1
Dewar	3	1	8	—	1

The N. C. Daily News of the 3rd December says:—A very heavy gale was experienced at Chefoo a few days ago. The German steamer *Pronto* was nearly driven ashore, only clearing the new jetty by a few feet, and the *Kwangchi* drifted in among the junks, but sustained no damage. The tug *Pioneer* was two days out when the *Eldorado* left, having left with a junk in tow, but it is hoped that she got into Hope Sound before the blow commenced. A barque is reported to be waterlogged in Hope Sound, and the crew are said to be all safe and living on Changshan island. Another barque is reported ashore on the same island.

THE ROYAL HONGKONG GOLF CLUB**BEST SCORE CUP FOR NOVEMBER.**

There were twenty-nine subscriptions to the above during the month, and the following represent the cards returned:—

Mr. W. J. Saunders	99	15	84
Mr. C. A. Tomes	94	8	86
Dr. J. M. Atkinson	103	15	88
Mr. G. Stewart	91	3	88
Mr. C. W. Spriggs	104	15	89
Mr. W. A. Duff	103	12	91
Mr. C. H. Grace	100	9	91
Mr. H. L. Dalrymple	101	8	93

The Captain's Cup for December will be played for between the 4th and 6th inst., and during the ensuing week a match between a team of the West Yorkshire Regiment and the Club is contemplated.

NEW BALMORAL GOLD MINING CO., LIMITED.

The following is the report for presentation to shareholders at the third ordinary meeting to be held at the Company's offices, 38 and 40, Queen's Road Central, on Wednesday, the 8th December, at noon:—

To the Shareholders of the New Balmoral Gold Mining Co., Limited:—

Gentlemen,—We beg to lay before you the report and statement of accounts for the year ending the 30th September last.

The sum of \$23,827.80 has been expended on the mines, \$9,107.27 on the batteries, \$1,140.13 in legal expenses in Hongkong and Australia, and \$18,962.81 on salaries, management, stores, and general expenses at the mines, or \$53,038.01 out of a total expenditure of \$58,775.98.

The gold won from crushing realized \$8,293.78 and a profit of \$8,312.50 has been made on the sale of the 2,000 B shares in the Olivers Freehold Mines, Limited.

The accounts have been audited by Mr. James H. Cox, who offers himself for re-election.

JOHN D. HUMPHREYS & SON,
General Managers.

Hongkong, 24th November, 1897.

BALANCE SHEET FOR THE YEAR ENDING 30TH SEPTEMBER, 1897.

LIABILITIES.		\$	c.
Capital \$150,000.00 divided into 150,000 ordinary shares of \$1 each reduced to \$50,000.00 divided into 50,000 ordinary shares of \$1 each	\$50,000.00		
\$75,000.00 divided into 75,000 preference shares of \$1 each	75,000.00		
	125,000.00		
Sundry creditors	6,101.29		
	\$131,101.29		
ASSETS.		\$	c.
Property as per last account, \$37,274.04, Gold Lot 298 purchased during the year \$200.00	\$37,474.04		
Less reduced during the year	750.00		
	36,724.04		
Plant at mines	8,428.12		
Live stock	475.00		
Stores	2,004.79		
Olivers A shares 2,000 at \$5.00	\$10,000.00		
Olivers B shares 280 at \$2.50	700.00		
	10,700.00		
Cash in Australia £129 14s 4d. at Ex 1s. 11d.	1,353.68		
Cash in Hongkong and Shanghai Bank	16,571.61		
Petty cash in hand	82.35		
	18,007.62		
Working account	54,761.72		
	\$131,101.29		

WORKING ACCOUNT.

Dr.		\$	c.
To balance from last account	\$113,185.79		
Less transferred to the debit of capital account	100,000.00		
	13,185.79		
To Queen mine	19,126.08		
To Grant mine	4,152.67		
To Balmoral mine	549.05		
To live stock	475.00		
To stores	2,726.12		
To Olivers battery	9,107.27		
To general expenses in Australia	3,847.63		
To charges, etc., at head office	647.55		
To telegrams	272.21		
To interest	803.53		
To lease and rent fees	672.72		
To legal expenses	1,140.13		
To travelling expenses	3,781.45		
To rent of miners' cottages	196.36		

To commission (5 per cent on gold won)	414.68
To Australian management and salaries	7,263.53
To General Managers' fees	3,600.00
	\$71,961.77

Cr.		\$	c.
By gold account		8,293.78	
By Olivers scrip, profit realized on sale of B shares		8,312.50	
By transfer fees		73.50	
By exchange account		520.27	
By balance		54,761.72	
		\$71,961.77	

THE TAKU TUG AND LIGHTER CO., LIMITED.

At a meeting of the shareholders of the Taku Tug and Lighter Co., Limited, held at Tientsin on the 26th November, a resolution was passed authorising the issue of debentures to the amount of Tls. 250,000. The Chairman in his speech stated that the Company was formed in 1889, when the value of the assets was Tls. 408,500. Since then the Company had, up to the 31st December last, spent Tls. 410,000 for additions to fleet and property without raising any additional capital with the exception of Tls. 35,000 borrowed. He referred to the salving of the *Sultan* and said the profit that other repairing shops would have charged on such a job as the repair of the *Sultan*, would, it was calculated, be nearly sufficient to enable them to buy the necessary additional machinery required for building lighters, and would also enable them to lengthen and strengthen their principal dock sufficiently to take in any moderate sized steamers. The dock had accordingly been made, and the *Sultan* was securely and admirably docked. The additional machinery was ordered from home, and together with the material was now being landed at the dock. For the future they themselves could build lighters and tow-boats, as they now owned a first-rate dock and a very fairly equipped shipbuilding yard. The additional capital was necessary to cover the outlay for the dock, machinery, and material, with Tls. 150,000 for additions to the fleet, the cost of the new office, and the repayment of the temporary loan of Tls. 35,000.

CORRESPONDENCE.

[We do not hold ourselves responsible for the opinions expressed by our correspondents.]

THE OLD GAME OF BLUFF.

TO THE EDITOR OF THE "DAILY PRESS."

SIR,—I note that the Chinese Authorities are going through the outward form of making great preparations to eject the aggressive Teutons, bag and baggage, they having recently had the audacity to take possession of a portion of the sacred soil of the Celestial Empire. It would be interesting to know what are their real preparations, i.e., what has been done to place their army and navy on a fighting basis. I think I can answer that for them, and it is summed up in the little word "Nil." Even were they in earnest, except as regards the bluff portion of the game, considering that one thousand good men could march from one end of the Chinese Empire to the other and seize on or hold any thing they wished, or hold city after city to ransom on the pain of being burnt to the ground should the ransom demanded not be forthcoming, it is supremely ridiculous to note the pompous orders issued from that citadel of humbug, Peking, to the Viceroys, Governors, and Tartar Generals to place the defences in order.

ONE WHO KNOWS THEM.

Hongkong, 2nd December, 1897.

THE NEW ADDITION TO THE I. M. CUSTOMS.

TO THE EDITOR OF THE "DAILY PRESS."

SIR,—I note that six Russians arrived per last English mail for the Chinese Customs. Nothing was heard of their coming before arrival and we may therefore surmise three facts:—1st, That, like the Russian Finance Minister for Korea, they have agreements with

the Chinese Government, made with becoming caution as to previous publicity. 2nd, That, like the teachers of Russian at the Chinese colleges, they are military officers, or men who have undergone military training, and are therefore possessed of military eyes and ears with which to record all worth noting. 3rd, That they are precursors of some great move in the game being played out in the Far East. Therefore, Mr. Editor, can you throw any light on the question as to where they are to be stationed? Not, I hope, on the Kowloon frontier; if so, the sooner that frontier is extended some distance further off from the harbour the better.

PEACEFUL BRITISHER.

Hongkong, 2nd December, 1897.

THE SCARCITY OF SILVER AT SHANGHAI.

Shanghai, 30th November.

Measures are still being taken to relieve the financial stringency caused by the scarcity of silver. An agreement has been made to accept duly "chopped" native bank orders for the present as cash, and the native banks have agreed to temporarily suspend altogether the export of silver. It was hoped that all the foreign banks would sign an agreement to the same effect, but the manager of one bank finds himself unable to bind himself in writing, though sympathising with the movement, and this agreement therefore remains in abeyance, though it is understood that all the other banks were prepared to take this decisive step.

29th November.

Owing to the great stringency of the local money market a large number of the smaller cash shops—also called "banks"—closed their doors during the past week and the proprietors absconded. It is feared that the number of large banks on Ningpo and Tientsin Roads which will close their doors at the end of the Chinese year will be unprecedented and larger than at any time since the opening of this port to foreign trade, unless capitalists in the interior, who have been appealed to, come to the rescue.

2nd December.

It having transpired that four of the native detectives belonging to the Central and Louza stations were either owners or part owners of some of the recently bankrupt cash shops in Foochow and Canton Roads, the men were placed under arrest by Captain Mackenzie on Monday evening and these men will have to undergo their trial like the other defaulting cash shop proprietors who are now awaiting trial at the Mixed Court. The Chinese law in cases like the above calls for banishment for the perpetrators to a distance of a thousand miles for three years or more. One detective alone is said to be responsible for above Tls. 13,000.—*N. C. Daily News.*

PROPOSED LOAN FROM RUSSIA TO KOREA.

Seoul, 25th November.

It is reported that M. Alexieff proposes to borrow three million yen from Russia, and is consulting with the Finance Minister on the matter. Owing to supervision over financial outgoings being relaxed in consequence of the trouble between Mr. Brown and Mr. Alexieff, the expenditure of the Royal Household largely increased, and on account of the partial redemption of the loan to Japan, funds in the Treasury have become very low.—*Kobe Chronicle* translation.

A marriage is arranged between Captain G. A. Bramwell, Northamptonshire (58th) Regiment, eldest son of the Rev. Addison Bramwell, of Barrow Hills, Chertsey, and Louisa, eldest daughter of Thomas Buzzard, M.D., F.R.C.P., of Grosvenor Street. It is rather difficult to think of that gay and festive bachelor "Brammy" settling down as a Benedict, but he is caught at last. The other service is not behind, for we see that among the other couples who are to start on a life cruise together are Commander Sir Robert Arbuthnot, R.N., formerly H.M.S. *Centurion*, and Lina, daughter of Colonel A. C. Macleay, C.B., 3rd Seaforth Highlanders, and Mrs. Macleay, of Buckingham Palace Gardens.—*Singapore Free Press.*

SINGAPORE AND THE GOLD DOLLAR.

CHINESE OPINION.

A representative of the *Straits Times* has interviewed a prominent member of the Chinese community on the subject of the proposed gold standard for the Straits Settlements. That gentleman, while willing to express an opinion, was desirous that his name should not yet be mentioned in connection with the controversy.

The report of the Sub-Committee of the Chamber of Commerce, he thought, revealed a pre-determination on the part of the members of that Committee to recommend a gold standard. Their recommendation was based upon the assumption that silver was going to fall to eighteen pence. If this were going to be the case, then the Sub-Committee were quite right in advocating a gold standard, and, he thought, the whole community would be with them. Mr. G. S. Murray was a silver man in 1893, when he (the speaker) was a member of the Currency Commission. He believed then with the Chinese that a fall in the dollar would be good for the colony. Mr. Murray had now changed his mind, without giving in the report sufficient reason for it, with the result that the public might think that he believed himself to be wrong in 1893.

This, however, was not the case. Mr. Murray and the Chinese were quite right in their attitude in 1893, and they would also be quite right in 1897, in advocating a change in the standard. The reason was that in 1893 the dollar had not yet fallen low enough to enable the Straits producer to compete on superior terms with the producer in gold countries. Tin, the staple product of the Settlements, exactly illustrated the argument. With the dollar, roughly, at two shillings, the producer got something like \$39 a picul for his tin. With the dollar at two shillings and six pence, as it was in 1893, the producer could only get about \$30. Thus, it was shown that the low dollar had been, on the whole, a good thing for the Straits and Malaya. The general revenue had increased, though, no doubt, some individuals had suffered. And there had been no increase in the price of labour, the bulk of which was drawn from China. He believed, therefore, that with a low dollar they were in a better position to compete with their rivals in gold standard countries.

But there was a limit below which, he thought, they could not afford to see the dollar fall, and he thought that it would be a misfortune for the colony if the dollar were to fall any lower than it was at the present time. Between 1893 and now, the dollar had fallen to such an amount that they were able to fight on superior terms with the producer in a gold country. But there was a limit to the advantage to be reaped. With the dollar at a shilling, say, instead of getting double their present prices they would be more likely to get less than their present prices, owing to the enormous stimulation of production, and the consequent glutting of the market. If the exchange could be fixed at two shillings, he thought their present advantages would be lasting, and the prosperity of the colony would be assured.

The proposals, however, with regard to the inauguration of the new system did not appear to him to be altogether practicable. It would be dangerous, he thought, to run a Bill through Council making the change. By this method, the necessary promptness and secrecy could not be well assured. They had got to trust somebody, and the only person they must trust was the Governor. Let the Legislative Council pass a Bill giving the Governor in Council power to introduce the new standard at, in his discretion, the most favourable time. The change could then be made, when the occasion was suitable, by means of an Order in Council. The two-shillings basis could then be fixed with the minimum of loss to the colony.

Capt. Tocque, of the P. & O. steamer *Verona*, which arrived at Kobe on the 24th November from Hongkong, made the following report:—At 8 a.m. this day observed a water-logged junk awash with two men clinging to wreckage. Stopped and sent away 1st cutter and rescued them; both were in a very exhausted condition.

CANTON NOTES.

[FROM THE "CHUNG NGOI SAN PO."]

On the 26th ultimo a junk named *Kiang-mun* left Kingchow for Haichow. When near Cheungfa three boats belonging to robbers came up to her and fired at her. The junk having on board a large quantity of ammunition fired at the robbers' boats in return. The encounter lasted about eight hours. At last the junk caught fire. All the passengers were greatly frightened and many of them jumped into the water and tried to swim to land. The robbers' boats then came up to her and all the passengers remaining on board the junk were put to the sword. It is reported that only two lives were saved. The junk had about fifty persons on board including the crew. All but the two above mentioned were either killed by the robbers or drowned in the water. The case has been reported to the Canton Government and on the 25th ult. a gunboat named *Kwong-Yuk* was sent to the place to make enquiries.

It is said that there are about seven hundred robbers assembled in Ta-yau-shan. They commit crimes of every description, and often go in large bands to plunder the houses in the neighbourhood in broad daylight. The case has been reported to the local Magistrate, who has wired to Canton for assistance.

A new paper factory has been erected in Shimpo. The machinery turns out about thirty piculs of paper daily. The paper, it is said, is of excellent quality and is greatly appreciated by the people.

The restriction on the export of rice from Canton has lately been strictly enforced and many junks illegally exporting rice have been seized. The illicit rice was confiscated and sold to the people at low prices. The price of rice in Canton is consequently much lower than in Hongkong.

The forts at the Northern Gate have been repaired and reinforced. The soldiers are drilled every day.

MACAO.

[FROM OUR CORRESPONDENT.]

Macao, 2nd December.

The prices of articles of daily consumption have been increasing enormously during the last few weeks, especially those of rice and firewood, and the increased cost of living is entailing much suffering on the population. In connection with this, much indignation is felt at the proceedings of the Chinese Customs, owing to the measures taken to prevent the import of rice from China. During the past week a number of junks laden with rice for Macao have been caught by the Customs launches and compelled to take their cargoes back again. So far have the Customs gone, it is said, that several seizures have been made in Portuguese waters, and inquiries are now being made by the Macao Government to ascertain the real facts. Things cannot be allowed to go on in this way, and steps must be taken to obtain an explanation from China of her action in stopping our food supply, which is the more extraordinary in that it is the Chinese population of the colony that is made to suffer most severely. The position taken up by the Chinese Government, I understand, is that they would not object to rice being imported into Macao from China for local consumption, but they say that large quantities are re-exported from Macao to California and elsewhere, and it is that they wish to stop, the export of grain being contrary to law.

It is reported that we will soon have two steamers making daily trips to Hongkong and back, and if the rumour is true the competition will be most welcome. I must express my sympathy with the Steamboat Co., but the policy adopted by the directors in increasing the rates of freight and passage is a mistaken one and, I should think, must reduce the income, for almost all the passengers who used to travel first-class now use the second class, while goods that formerly were shipped by steamer are now sent by junk. The Green Island Cement Company, for instance, used to send its goods by steamer but now sends them by junk. I hear this Company used to pay the Steamboat Company five or six hundred dollars a month, but now it pays hardly anything.

A curious occurrence happened the other day in one of the coffin dealer's shops at Tarrafeiro.

As the reader will know, in China the coffin dealers keep coffins in stock just like any other goods. A customer went to the shop in question and wanted to buy a coffin. After some bargaining a coffin was selected and the dealer proceeded to take it down, but imagine the surprise of the shop people when they found a dead man inside! The body was in such an advanced state of putrefaction that the features could not be recognised, but it is surmised the man had taken opium, previously secreting himself where the body was discovered, so as to make sure of being buried in a coffin, because the Chinese think nothing worse can happen to them than to be buried without a proper coffin. A medical examination of the body was made and it was found it had been dead not less than ten or twelve days. It is wonderful that it should have remained undiscovered so long. What the smell in the shop at ordinary times must be may be imagined when the presence of a dead body in a state of decomposition was not detected by the sense of smell.

Next Sunday the election of three members of the Tribunal das Contas will take place.

The temporary repair of the sea wall of the Praya Grande is now almost completed, so that we no longer see the place in ruins as if the typhoon had just occurred. The work has been carried out at the expense of the Government. When will the authorities concerned begin to think about repairing the whole of the streets of the colony, which are in a most disgraceful condition?

HONGKONG.

The date of His Excellency the Governor's departure for England has been fixed and he will leave Hongkong on the 1st February. On Friday last the annual meeting of the members of the Navy League was held, the occasion being marked by a spirited speech delivered by the Chairman, Commander W. C. H. Hastings. On Friday evening a successful concert was held at the City Hall under the auspices of the Philharmonic Society. During the week the question of the ownership of certain land claimed as a site for a new Jewish synagogue has engaged the attention of the Chief Justice and considerable interest in the case has been aroused. The case is likely to last a few days more.

The late Mr. Torrance, who met his death by falling from a verandah on Sunday was insured in the Scottish Metropolitan Insurance Co. against accidents.

A telegram has been received by the Governor from the Minister to Japan stating that cattle disease regulations have been enforced at Nagasaki from 26th November.

An order by the Governor in Council exempts from stamp duty instruments for the sale, transfer, or other disposition of any ship or vessel, or any interest in any ship or vessel.

The Hongkong and Kowloon Wharf and Godown Company's Tramways Ordinance has received the assent of H.E. the Governor, given in the name and on behalf of the Queen.

At the regular meeting of Zetland Lodge held on 1st Dec. Bro. G. J. B. Sayer was elected Worshipful Master for the ensuing year, and Wor. Bro. G. A. Caldwell was re-elected Treasurer and Bro. J. Maxwell Tyler.

Ten subscription griffins were drawn for at Kennedy's town depot on the 6th December, the following being the drawers:—Messrs. Fullerton, R. M. Gray (2), J. H. Lewis (2), J. M. Atkinson, A. P. MacEwen, Gove, and Dr. Jordan. One of the ponies drawn by Mr. R. M. Gray received fatal injuries while landing.

A couple of suspicious looking Chinamen were espied by Inspector Duncan at three o'clock on the morning of 3rd Dec. loitering about the dark corners in Burd Street. The Inspector shadowed them for a while, but the men were apparently up to something, for they turned often to see if anyone was behind them. They soon perceived the Inspector, and made towards Jervois Street. The Inspector knew at once he had been seen, and stepping up to the men, asked them to give an account of themselves, which they were unable to do. Upon being searched large wallets were found round their bodies. They were brought before Hon. H. E. Wodehouse on 3rd Dec., and were each sentenced to three months' imprisonment with hard labour as being rogues and vagabonds.

A boatman charged with attempting to murder his sister-in-law on the 30th September in her sampan which was then anchored in Causeway Bay was on 5th December committed for trial at the next Criminal Sessions.

Vessels arriving from the South all report very heavy weather, and some exceptionally long passages have been made. The *Port Adelaide* was sixteen days coming up from Singapore, the *Kutsung* twelve days, and the *Orestes* ten days.

On Saturday night, 5th December, Robert Torrence, 35 years of age, an engineer on the steamer *Honam*, fell from the verandah of a house and sustained such severe injuries that he died as he was being conveyed to the hospital. Deceased, who was well known in the colony, was at the time of the accident leaning over the verandah to speak to some one in the next house.

The football match on 2nd December on the Happy Valley between the Hongkong Football Club and 12th Company, S.D., R.A., resulted in a win for the former by three goals to nil. The game was well contested throughout and proved of great interest, as it is the first time these teams have met this season. The new ground of the Club will in the future be a centre of attraction to followers of football whenever Clubs meet to try conclusions.

We have received a printed copy of a paper read at the Institution of Engineers and Ship-builders of Hongkong on Friday evening last by Mr. W. S. Bailey on "The Steam Engine Indicator." The paper, we understand, excited much interest amongst the audience before whom it was read, and a long discussion took place, in which the Chairman (Mr. W. J. Carter, Inspector of Machinery, Royal Naval Yard) and Messrs. Winterburn, Johnson, Curtis, and Cousins took part.

The Secretary of the Punjom Mining Co., Limited, advises us that he has received the following telegram giving the result of the November clean up:—"The mill ran 30 days crushing 33 tons of ore yielding 10 ozs. of smelted gold; 2,500 tons of headings crushed, yielding 166 ozs. of gold. Thirty tons of concentrates were ground in the Berdan pans, yielding 20 ozs. The cyanide plant ran 26 days treating 720 tons of tailings, yielding 226 ozs. of bullion valued at 18/9 per oz. The north shaft has connected with the 200 ft. level.

At the Magistracy on 1st Dec. an Indian constable was sent to gaol for six months with hard labour for stealing from a Chinese hawker the sum of \$1.55. A few days ago the constable saw a Chinaman carrying some wood at Tsimsatsui and gave chase. He met a hawker and instantly seized him, searched his pockets, and found \$1.75. The constable returned twenty cents to the hawker and told him to go. The Chinaman, however, remembered his coins, and went straightway to the Station to make a report against the constable, whose number he gave. Mr. E. J. Grist appeared for the defence.

"The Moralist" of the *Straits Times* says:—I am gratified to see that Mr. Gilbert Whyte, the acting manager of Raub, is satisfied that he will be able to maintain or to improve the average of the last crushing, which was a good crushing. We want to see Pahang become a great gold country; wherefore the sooner the Americans take over the working of Punjom the better we will all be pleased. I must confess I have given up the attempt to understand Punjom. I always was told that it was a rich gold district, and, I think, Mr. Bibby told me that he regarded it as even better than Raub. Yet for some inconceivable reason Punjom always seems to be re-constituting itself.

We note that railings are being set up in various unprotected parts of the roads at the Peak and Magazine Gap, an improvement for which the public thanks are due to the Public Works Department. It is to be hoped the work will be made complete and all dangerous parts of the roads be duly protected. There have been various accidents by persons falling over the precipitous sides of the roads in the dark, and the necessity for protection at one of the points now being dealt with was strikingly proved by the fact that some time ago an amah stepped off the road there in the dark and sustained a broken arm and other injuries, and, being unable to move, remained undiscovered until next morning.

H.M.S. despatch vessel *Alacrity*, with Admiral Buller on board, arrived from Swatow on 3rd December.

An amah was on 3rd Dec. sentenced to four months imprisonment with hard labour for refusing to leave the house when she was ordered to do so by her mistress and for biting the hand of Mrs. A. J. Barry, on the 2nd instant. Mrs. Barry stated that the defendant was an amah to Mrs. Dalton, who was living in her house, No. 11A, Blue Buildings, Praya East. On the 2nd inst. at 2 p.m. witness was in the dining room with her mother and Mrs. Dalton. Mrs. Dalton sent for the amah to pay her off. The amah was engaged at \$8 a month, but she had only been twenty days in the service, so was paid six dollars. She, however, refused to leave, unless another dollar was given her. Witness told her to go, but she became insolent and finally slapped witness across the face with her open palm, and then bit her on the hand. The wound was a painful one and bled profusely. Witness's mother went and fetched a constable. The defendant then said she was willing to accept six dollars, but was given in custody.

At the magistracy on 5th Dec. Lam Tai Kau, the man arrested at Yau-mati through information supplied by the Chinese authorities as being implicated in the raid committed on a village in the Haifong district, was again brought before Hon. H. E. Wodehouse. Lam Yuk Fong said he was a lieutenant in the Lok fong district. It was he who gave information to the Captain Superintendent of Police about the prisoner being in this colony. The prisoner was not a rebel nor was he connected with any political movement. The prisoner begged the Magistrate to have compassion on him as he was wrongly accused of the crime by some of his enemies. The Magistrate told the prisoner that a requisition had been received from the Chinese authorities for his rendition. He would be committed to the gaol pending the order of H.E. The Governor and would not be handed over till after fifteen days, and in the meanwhile he could, if he wished, apply to the Supreme Court for a writ of *habeas corpus*.

To the great regret of every member of the Police Force, Mr. Thomas Campbell, assistant engineer in the Hongkong Fire Brigade, died at the Government Civil Hospital on Saturday morning, 5th Dec. The deceased was formerly in the Police Force, but for a number of years past he had been attached to the Fire Brigade as assistant engineer. During the fire in Third Street he was drenched to the skin, and this seriously affected his lungs, but contrary to the advice of his friends he declined to go to the hospital until within two days of his death. He came to the colony about thirty years ago and was very highly esteemed by all with whom he came in contact. He was a most energetic workman and his death will be a great loss to the Fire Brigade. He was buried at the Happy Valley on Saturday afternoon, his funeral being attended by Hon. H. E. Wodehouse, Police Magistrate, and all the available members of the Police Force, including Hon. F. H. May, Captain Superintendent.

What is the correct pronunciation of Macdonnell? The word was wrestled with by the Judge and members of the Bar on Monday afternoon towards the end of the day's proceedings in the Belilios case. Mr. Danby pronounced the word *Macdonnell*. His Lordship expressed a doubt as to whether there were two n's in the word and then asked if the correct pronunciation was not *Macdonnell*. Mr. Pollock believed it was usually pronounced that way. Then Mr. Francis, with considerable emphasis, remarked, "It's *Macdonnell*. There was a Governor here of that name and he always called himself *Macdonnell*. Then a Colonel of Artillery came here and he called himself *Macdonnell*, but he was of French descent." If we possessed an institution similar to L'Academie Francaise difficulties of this sort would be entirely removed. For ourselves, we prefer the accent on the "don," but we should decline to argue with anybody who thought "nell" should be accented. We always thought the Irishman was a wise man who, on being asked to decide a bet on the question of whether "either" should be pronounced "eyether" or "eether," replied "Begorra, it's nayther," and pocketed the stakes himself.

At the Magistracy on 1st Dec. Hon. H. E. Wodehouse concluded the inquest on the bodies of the fifteen people who met their deaths at the fire in Third Street on the 20th instant. The finding was that death resulted from suffocation.

The proceeds of the recent open-air fête in the grounds of Government House, in aid of the Church Extension Society's winter relief work amongst the London poor, are expected to amount to over \$1,600 when all expenses have been paid.

On Saturday afternoon, 5th Dec., a young man named A. Ellis nearly lost his life in the harbour. He was taking part in a tub boat race in preparation for the regatta. There were two heats and four boats in each heat, the first two to be in the final for the regatta. P. Hyndham, F. H. Hyndman, J. Logan, and E. M. Roza Pereira were in the first heat, which was won by F. H. Hyndman, Logan being second. F. H. Kew, A. Ellis, J. Roza Pereira, and M. E. Asgar then rowed in the second heat. It was dark at the time and therefore it is not surprising an accident occurred. Soon after starting Ellis collided with a junk and was at once thrown into the water. The back of his head bumped against the anchor of the junk, but fortunately he succeeded in getting hold of the upturned boat. The accident had not been noticed by the other rowers nor by the people in a launch which was following. Luckily, however, Ellis was observed from a Naval Yard launch and some one on board plunged into the water and supported Ellis, who was very fatigued. He was then taken on the launch by Inspector McEwen and conveyed to the Victoria Recreation Club, where he soon revived. The other three tubs continued the race ignorant of what had transpired, and upon nearing the winning post Pereira fouled a sampan and the race was won by Asgar, Kew being second.

At the Magistracy on 3rd Dec. Mr. Melbourne applied for the rehearing of a case in which a Chinaman was sentenced to three months for stealing a portion of an iron stove from the house of Mr. W. Farmer, manager of the New Victoria Hotel on the 21st instant. The grounds for the rehearing were that the prisoner was arrested last Sunday week for stealing a portion of a stove. Two witnesses had since been found who could testify to the man's good character. The defendant was for some time employed as a coolie to Mr. Farmer. He was recommended to that gentleman by the boy. The boy and coolie had subsequently a quarrel, owing to which, the coolie had left the service of Mr. Farmer. The boy had since been seeking an opportunity to pay off his grudge against his enemy. The defendant was in the habit of going round the colony buying old bottles, and was dealing in them. He had often been to Mr. Farmer's house to get old bottles. Whenever he passed the house he used to knock at the door and it was opened to him. On the day of the arrest, he knocked at the door at about 11 a.m. but not hearing any one inside he left. He was arrested at 4.30 p.m. that afternoon through a report the boy made. No theft actually occurred. One of the witnesses would prove that there was a quarrel between the parties, and that the defendant left Mr. Farmer's service in consequence of it. The other would testify to the prisoner bearing a good character. The Magistrate granted the rehearing. When the two witnesses had given their evidence, Mr. Farmer said that at 12.30 p.m. on the 21st instant, his coolie told him that the back door of his house was broken by some one. Witness went to the spot and saw the door broken. He also found that part of a stove was missing, and calling for his boy said that he was going to make a report to the Police, but the boy suggested that as so much of the stove had been taken, the thief might return for something more. The boy was ordered to keep a watch on the spot, and witness returned upstairs. At 4.30 he heard a noise downstairs and went below to see the cause. He found the defendant in the custody of the boy. He then went to the station and brought back a Chinese constable. The prisoner said that if he were let off he would show where the portion of the stove was. Witness handed him over to the constable. Some other witnesses were then called and the sentence was confirmed.

COMMERCIAL.

TEA.

EXPORT OF TEA FROM CHINA TO GREAT BRITAIN.

	1897-98	1896-97
	lbs.	lbs.
Canton and Macao	5,154,253	5,603,383
Shanghai and Hankow ...	13,090,003	17,296,142
Foochow	11,930,514	12,262,311
Amoy	660,744	555,223
	30,885,514	35,718,064

EXPORT OF TEA FROM CHINA TO UNITED STATES AND CANADA.

	1897-98	1896-97
	lbs.	lbs.
Shanghai	17,581,207	16,157,180
Amoy	11,935,797	16,380,778
Foochow	7,126,264	9,590,452
	36,643,268	42,128,410

EXPORT OF TEA FROM CHINA TO ODESSA.

	1897-98	1896-97
	lbs.	lbs.
Shanghai and Hankow ...	10,462,293	22,949,123

EXPORT OF TEA FROM JAPAN TO UNITED STATES AND CANADA.

	1897-98	1896-97
	lbs.	lbs.
Yokohama	24,475,448	23,661,635
Kobe	11,322,202	12,056,362
	38,797,650	35,717,997

SILK.

SHANGHAI, 3rd December.—From Messrs A. R. Burkill & Sons' Circular.—London telegrams quote a quiet market, Blue Elephants 10/3. Raw Silk.—The past week has been one of great stringency in the money market. Exchange has advanced somewhat during the interval and native interest has varied from 21 to 36 per cent. owing to the great scarcity of Sycee; however, business generally has come to a standstill and transactions in Silk are extremely limited. Settlements are about 200 bales, i.e., 50 bales each Tsatlees and 100 piculs Yellow Silks. Arrivals, as per Customs Returns, 25th Nov. to 1st Dec.: 437 bales White, and 907 piculs Wild Silks. The Export of Steam Filatures to date is as follows: to America 2,383 bales, to the Continent 2,255 bales, to London 19 bales, and to Japan 5 bales. Tussah Raws.—No fresh transactions; the Silk now going forward is under old contracts.

Prices calculated by Maerten's Tables at 11 per cent; Exchange 2/9½; Freight 7/8 per bale:—

	Tls.	Stlg
	pel.	lb.
Tsatlees.—Gold Killing	442½	10 6½
Taysam.—Green Kahing Gold Goose No. 1	435	10 4½
Yellow Silk.—Meeyang	335	8 1
„ Mienchow	315	7 7

EXPORT OF SILK FROM CHINA AND JAPAN TO EUROPE.

	1897-98	1896-97
	bales.	bales.
Shanghai	32,896	28,039
Canton	15,255	15,585
Yokohama	11,355	5,471
	59,506	49,095

EXPORT OF SILK FROM CHINA AND JAPAN TO AMERICA.

	1897-98	1896-97
	bales.	bales.
Shanghai	6,785	2,423
Canton	7,296	1,632
Yokohama	18,254	6,281
	32,335	10,336

CAMPHOR

HONGKONG, 7th December.—The weakness last reported continues. Quotations for Formosa are nominally \$45.50 to \$45.75. Sales, 200 piculs.

SUGAR.

HONGKONG 7th December.—The market remains firm. Quotations are:—

Shekloong, No. 1, White...	\$7.30 to 7.34 per pel.
do. „ 2, White...	6.92 to 6.95 „
Shekloong, No. 1, Brown...	4.71 to 4.74 „
do. „ 2, Brown...	4.57 to 4.62 „

Swatow, No. 1, White...	\$7.23 to 7.27 per pel.
do. „ 2, White...	6.87 to 6.90 „
Swatow, No. 1, Brown...	4.62 to 4.65 „
do. „ 2, Brown...	4.50 to 4.53 „
Soochow Sugar Candy	11.11 to 11.17 „
Sekoon	9.72 to 9.74 „

MISCELLANEOUS EXPORTS.

The steamer *Sarpedon*, sailed on the 28th November. For London:—2,420 boxes tea (50,820 lbs.), 1 case silk, 10 cases essential oil, 5 cases gongs, 5 cases fans, 61 cases chinaware, 6 cases curios, 75 cases staraniseed, 225 cases and 125 casks ginger, 3,250 bales hemp, 128 bales canes, 271 packages shells, 2 packages effects, 4 packages sundries and 300 rolls mats. For London and/or Havre and/or Hamburg:—90 cases bristles. For Manchester:—200 bales waste silk and 1 package sundries. For Liverpool:—1 case silk.

Per steamer *Antenor*, sailed on the 1st Dec. For London:—2,954 boxes tea (62,034 lbs.), 75 cases cigars, 14 cases tobacco, 2 cases black-woodware, 200 cases and 209 casks ginger, 1 cask soy, 250 bales hemp, 244 rolls matting and 8 packages sundries. For London and/or Hamburg:—500 cases cassia. For Manchester:—50 bales waste silk. For Liverpool:—750 bales hemp, 2 cases cigars and 2 packages sundries.

The P. & O. steamer *Ganges*, sailed on the 2nd December. For London:—45 bales raw silk, 5 cases silk piece goods. For France:—295 bales raw silk, 100 bales waste silk, 13 cases silk piece goods and 125 packages tea from Foochow. For Milan:—50 bales raw silk. For Gibraltar:—300 packages tea and 1 case silk piece goods.

OPIUM.

HONGKONG, 7th December.—Bengal.—There has been an improvement in prices during the interval, New Patna closing at \$690 and New Benares at \$727½.

Malwa.—The market has ruled quiet, and prices have given way to a small extent. The following are current figures:—
New (this yr's) \$760 with allowance of 5¼ to 7¼ cts.
Old (2¼ „) \$780 „ „ 2 to 3 „
„ (5/7 „) \$800 „ „ 0 to 3 „
Persian.—There has been very little doing and rates have receded. Latest quotations are \$540 to \$650 for Oily and \$540 to \$660 for Paper-wrapped according to quality.

To-day's stocks are estimated as under:—
New Patna

COURSE OF THE HONGKONG OPIUM MARKET.

DATE.	PATNA.		BENARES.		MALWA.	
	New.	Old.	New.	Old.	New.	Old.
1897.	\$	\$	\$	\$	\$	\$
Dec. 2	685	—	720	—	760	780/800
Dec. 3	692½	—	722½	—	760	780/800
Dec. 4	695	—	725	—	760	780/800
Dec. 5	695	—	725	—	760	780/800
Dec. 6	690	—	725	—	760	780/800
Dec. 7	690	—	727½	—	760	780/800

RICE.

HONGKONG, 7th December.—The advance in prices continues under the influence of a strong demand. Quotations are:—

Saigon, Ordinary	\$2.92 to 2.98
„ Round, good quality	3.17 to 3.22
„ Long	3.62 to 3.64
Siam, Field, mill cleaned, No. 2	2.96 to 3.02
„ Garden, „ No. 1	3.58 to 3.63
„ White	4.12 to 4.18
„ Fine Cargo	4.26 to 4.30

MISCELLANEOUS IMPORTS.

HONGKONG, 7th December.—Amongst the sales reported are the following:—

YARN AND PIECE GOODS:—Bombay Yarn.—25 bales No. 8 at \$79, 325 bales No. 10 at \$78 to \$83, 245 bales No. 12 at \$84 to \$87, 470 bales No. 20 at \$88 to \$94. White Shirtings.—100 pieces No. 1, 013 at \$3.30. T-Cloths.—750 pieces 8 lbs. Crown at \$2.25, 1,500 pieces 7 lbs. Mexican Red Stag at \$2.37½, 2,400 pieces 5½ lbs. Japan at \$1.67½.

METALS.—Iron.—100 tons Swedish soft Lars at \$5.75. Tin.—200 slabs Siam at \$39, 100 slabs Foongchi at \$39.

COTTON YARN.

	per bale
Bombay—Nos. 10 to 20s.	73.0 to 100.00
English—Nos. 16 to 24	116.00 to 123.00
„ 22 to 24	118.00 to 124.00
„ 28 to 32	125.00 to 130.00
„ 38 to 42	138.00 to 145.00

COTTON PIECE GOODS.

	per piece
Grey Shirtings—6lbs.	1.75 to 1.85
7lbs.	2.05 to 2.10
8.4 lbs.	2.55 to 3.23
9 to 10 lbs.	3.45 to 4.20
White Shirtings—54 to 56 rd.	2.40 to 2.60
58 to 60 „ ..	2.85 to 3.50
64 to 66 „ ..	3.60 to 4.45
Fine	4.40 to 7.30
Book-folds.	3.80 to 5.75
Victoria Lawns—12 yards ...	0.66 to 1.32
T-Cloths—6lbs. (32 in.), Ord'y.	1.50 to 1.70
7lbs. (32 „) „ ..	1.90 to 2.15
6lbs. (32 „) „ Mexs.	1.70 to 1.85
7lbs. (32 „) „ „ ..	2.15 to 2.95
8 to 8.4 oz. (36 in.) ..	2.40 to 3.25
Drills, English—40 yds. 13½ to 14lbs.	3.80 to 5.20

FANCY COTTONS

Turkey Red Shirtings—1½ to 7lbs.	1.45 to 4.00
Brocades—Dyed	4.00 to 4.75
	per yard
Damasks	0.12 to 0.16
Chintzes—Assorted	0.08 to 0.14
Velvets—Black, 22 in.	0.24 to 0.32
Velveteens—18 in.	0.18 to 0.21
	per dozen
Handkerchiefs—Imitation Silk	0.50 to 0.90
WOOLLENS	per yard
Spanish Stripes—Sundry chops.	0.62 to 1.30
German	1.15 to 1.50
Habit, Med., and Broad Cloths.	1.45 to 5.25
	per piece
Long Ells—Scarlet	7.15 to 9.00
Assorted	7.25 to 9.25
Camlets—Assorted	14.00 to 35.00
Lastings—30 yds., 31 inches.	12.00 to 22.00
Assorted	
Orleans—Plain	3.60 to 4.50
	per pair
Blankets—8 to 12lbs.	5.70 to 12.00

METALS

	per picul
Iron—Nail Rod	4.25 to —
Square, Flat Round Bar ...	4.25 to —
Swedish Bar	6.00 to —
Small Round Rod	4.80 to —
Hoop	5.75 to —
Wire 15/25	9.25 to —
Old Wire Rope	1.50 to 3.00
Lead, L. B. and Hole Chop ...	8.65 to —
Australian	8.60 to —
Yellow Metal—Muntz, 14/28 oz.	31.00 to —
Vivian's, 16/32 oz.	30.00 to —
Elliot's, 16/28 oz.	29.50 to —
Composition Nails	— to —
Japan Copper, Slabs	29.00 to —
Tiles	29.00 to —
Tin	— to —
	per box.
Tin-Plates	6.10 to —
	per cwt. case
Steel ½ to ¾	5.65 to —
SUNDRIES	per picul
Quicksilver	127.00 to —
	per box
Window Glass	3.90 to —
	per 10-gal. case
Kerosene Oil	1.96 to —

SHANGHAI, 2nd December.—(From Messrs. Noel, Murray & Co's. Piece Goods Trade Report).—Although the measures taken by the Native and Foreign Banks to relieve the severe strain on our Money market are showing some signs of taking effect at the close, the week under review has been a very trying one, and one that will be remembered in such a manner that its recurrence will be rendered impossible, it is hoped. Attracted by the high rate of interest ruling, one tael per thousand per diem, or 36½ per cent. per annum, money is coming in gradually and is already affording some relief, the rate to-day being nominally six mace, but it is impossible to obtain accommodation to any extent even now. Clearances have in consequence kept very small, in spite of the fact that the last steamers for Tientsin will be leaving in a day or two. It is said there has been quite a rush for space at the close, but it must be almost entirely for goods already paid for and delivered from Importers' godowns. Business that used to be so

brisk a few weeks prior to the closing of the Northern Ports has been gradually falling off for some years past, but never before has it been so quiet as this season. The return steamers from Newchwang have not brought any news of importance, neither did they bring any Sycée, as was expected in some quarters. It is stated for a certainty, however, that a few lacs will arrive from Tientsin in a day or two. The Hankow dealers are still in the market, but are able to pick up most of their requirements second hand cheaper than they can be obtained from Importers. Chefoo is still holding off and meanwhile rumours of the action some of the European Powers intend taking against this unfortunate country are gaining ground, causing feelings of uncertainty and disquietude amongst the Natives. Business in spot cargo is almost confined to the Auctions, and a very poor show they have made of it this week. A full quantity was put up, and influenced, no doubt, by the dearth of Sycée and the higher sterling rates, prices declined most seriously for many of the Cotton goods, which naturally reflects on the market generally. Want private enquiry there is fails to induce business, holders preferring to carry their goods rather than spoil their chance of getting orders at workable rates. A quiet forward business is passing in special cloths and chop; for the Spring on a sterling basis, Exchange being guaranteed at about 2/6½, chiefly in heavy Shirtings, which are obtainable about 3½d. under prices ruling in Manchester a month ago. Manufacturers are apparently well engaged and it is difficult to buy now for January-February delivery.

Metals, 3rd December.—(From Messrs. Alex Bieffeld & Co's Report.)—Business has been almost at a standstill, whatever little prospect there might have been of a rush to Tientsin before it closes being threatened by the war rumours. The only contracts made that have been reported are:—100 tons R.C. Pig Iron, 72/6 c.i.f., 100 tons Goffin N.E., 132/c.i.f. Opium. —(Closing quotations):—Malwa (new) Tls. 555; (old) Tls. 580; Patna (new) Tls. 512; Benares (new) Tls. 545.

JOINT STOCK SHARES.

HONGKONG, 7th December.—There is no business of any importance to report. The market continues dull and inactive and rates rule weak.

BANKS.—Hongkong and Shanghai have ruled nominally at 174 to 172 per cent. prem. with rumoured sales at lower rates. Nationals without business and quiet at \$23.

MARINE INSURANCES.—All Marines continue on offer at quotations, but there is no business to report and the market closes weak.

FIRE INSURANCES.—No business under this heading, but both Hongkongs and Chinas have been on the market without finding purchasers at quotations.

SHIPPING.—Hongkong, Canton and Macao have ruled steady with sales at \$28½ and \$29, closing with sellers at the latter rate; on time no business has been reported. Indo-Chinas continue quiet and neglected with no business. Douglasses have again changed hands in small lots at \$57 and close steady to strong at that rate. China Manilas and China Mutuals steady but with no sales.

REFINERIES.—China Sugars have been on offer for the week at \$156 without leading to business and Luzons are obtainable at \$43.

MINING.—Punjoms have been negotiated in fair lots at \$4.60, \$4.50, and \$4.40 for Ordinaries and at \$1.30 for Prefs, market closing steady at \$4.50. The total result of the crushing for November is about 252 ozs. gold obtained from various treatments of 3,298 tons of stuff. Charbonnages have been done in a small way at \$105 and remain steady to strong at that rate. Jelebus have found buyers at \$2.10 and \$2, Oliver's B. at \$8.25 and \$8, and Great Easterns at \$3, all closing with sellers. Raubs have been negotiated in a small way at \$21½, \$21½, and \$21, closing steady. The manager at the mine says in his November report that "This (the September-October crushing) is an improvement on our last crushing, which I have every reason to believe will be kept up if not improved upon in future."

DOCKS, WHARVES, AND GODOWNS.—Hongkong and Whampoa Docks have ruled nominally at 224/222 per cent. prem. with no business. Kowloon Wharves have declined to \$60 without shares changing hands. Wanchais neglected at quotations.

LANDS, HOTELS, AND BUILDINGS.—Lands have been on offer at \$74½ without finding buyers. Hotels continue at \$50 without sales. West Points remain at \$21½ and Humphreys Estates have fallen to \$9.25.

MISCELLANEOUS.—Green Islands have changed hands at \$31/32 for old and at \$16/17 for new, closing steady. Fenwicks are enquired for at \$28½ without finding sellers. Other stocks under this heading without business.

Closing quotations are as follow:—

COMPANY.	PAID UP.	QUOTATION.
Banks—		[\$342½, sellers
Hongkong & Shanghai	\$125	174 ¾ prem=
China & Japan, pref.	£5	nominal
Do. ordinary	£3 10s.	nominal
Do. deferred	£1	£5.5s., buyers
Nat'l Bank of China		
B. Shares	£8	\$23
Founders Shares	£1	\$23, buyers
Bell's Asbestos E. A.	£1	\$5
Campbell, Moore & Co.	\$10	\$8.75, sellers
China Sugar	\$100	\$155, sellers
Cotton Mills—		
Ewo	Tls. 100	Tls. 105, sellers
Hongkong	20	17, buyers
International	Tls. 100	Tls. 105, sellers
Laou Kung Mow	Tls. 100	Tls. 105, sellers
Soychee	Tls. 300	Tls. 350, sellers
Yahloong	Tls. 70	Tls. 70
Dairy Farm Co.	\$5	\$13
Fenwick & Co., Geo.	\$25	\$28.50 buyers
Green Island Cement	\$10	\$12
Do. New Issue	\$2½	\$17½, sales
H. & China Bakery	\$50	\$33
Hongkong & C. Gas	\$10	\$110, buyers
Hongkong Electric	\$10	\$10, sellers
H. H. L. Tramways	\$100	\$112, buyers
Hongkong Hotel	\$50	\$50, sellers
Hongkong Ice	\$25	\$113
H. & K. Wharf & G.	\$50	\$60, sellers
Hongkong Rope	\$50	\$170
H. & W. Dock	\$125	\$222 p. ct. prem.=
Insurance—		[\$402½, sellers
Canton	\$50	\$157½, sellers
China Fire	\$20	\$108
China Traders'	\$25	\$70
Hongkong Fire	\$50	\$367½, sellers
North-China	\$25	Tls. 118, sellers
Straits	\$20	\$17½, sellers
Union	\$25	\$23½, sellers
Yangtze	\$60	\$155, sellers
Land and Building—		
H. Land Investment	\$50	\$74, sellers
Humphreys Estate	\$10	\$9.25, sellers
Kowloon Land & B.	\$30	\$19, sellers
West Point Building	\$40	\$21½
Luzon Sugar	\$100	\$13, sellers
Mining—		
Charbonnages	Fcs. 500	\$105, sal. & buyers
Great E. & C'donian	\$	\$6, sellers
Do. Do.	\$2½	\$3, sales & sellers
Jelebu	\$5	\$2
New Balmoral	\$1	\$1.40, sales
Do. Preference	\$1	\$1.50, sales
Oliver's Mines, A.	\$5	\$20
Do. B.	\$2½	\$8
Punjom	\$4	\$4.50, sales
Do. Preference	\$1	\$1.30, sales
Raubs	13s. 10d.	\$21
New Amoy Dock	\$10	\$18, sellers
Steamship Coys.—		
China and Manila	\$50	\$76, sellers
China Mutual Ord.	\$25	\$21.5s. buyers
Do. Preference	\$10	\$7 10s. buyers
Douglas S. S. Co.	\$50	\$57, buyers
H. Canton and M.	\$15	\$9
Indo-China S. N.	\$10	\$51, sellers
Tebrau Planting Co.	\$5	\$5, sellers
Do.	\$2	\$2, sellers
United Asbestos	\$2	\$2, sellers
Do.	\$10	\$10, nominal
Wanchai Warehouse Co.	\$37½	\$44½, sellers
Watson & Co., A. S.	\$10	\$12

J. V. Y. VERNON, Broker.

SHANGHAI, 3rd December.—(From Messrs. J. P. Bisset & Co's Report.)—The tightness of money has continued, and business has been restricted in consequence. The November settlements, with one exception, has passed off all right. Banks.—Hongkong and Shanghai Banking Corporation. No business is reported. The market is weak with sellers at 180 per cent. premium. No business is reported in the other Bank stocks. Marine Insurance.—China Traders' shares have been placed at \$72, North Chinas at Tls. 200, and Straits, a large lot, at \$19 cash, and a purchase was made from Hongkong at \$18 for the 31st March. Fire Insurance.—Chinas were placed at \$107. Shipping.—Business has been confined to Indo-China S. N. shares at Tls. 38½ and Tls. 38

for the 31st December. Sugar Companies.—Perak Sugar Cultivation shares changed hands at Tls. 36. Docks, Wharves and Godowns.—The only transaction reported is a sale of Shanghai Engineering and Dock shares at Tls. 85. Industrial. Business was done in Major Brothers shares at Tls. 30, Ewo Cotton Mill shares at Tls. 10½, International shares at Tls. 105/103 cash, and Tls. 115 for the 31st March; Laou-Kung-Mow shares at Tls. 103 50 cash and Tls. 110 for the 31st March; Shanghai Rice Mill shares at Tls. 28, and China Flour Mill shares at Tls. 63 cash and Tls. 72 for the 30th April. Cargo Boats.—Shanghai Cargo Boat shares are offering at Tls. 200. Miscellaneous.—Shanghai-Sumatra Tobacco shares changed hands at Tls. 82 to Tls. 79 cash and Tls. 89 for the 31st March; and Shanghai-Langkai Tobacco shares at Tls. 350 and Tls. 320 cash, Tls. 350 for the 31st December, and Tls. 400 for the 31st March. Shares in J. Llewellyn & Co. were placed at \$60, at which there are more sellers. Hall and Holtz shares were sold at \$38 50. Loans.—Shanghai Land Investment Company's 6 per cent. debentures, issue 1894, were placed at par, Perak Sugar Cultivation Company's 7 per cent. debentures at par, and Shanghai-Langkai Tobacco Company's 10 per cent. debentures also at par, plus the accrued interest in all cases. quotations are:—

Hongkong and Shanghai Banking Corporation. —\$350.05.
Bank of China, Japan, and The Straits, Limited, deferred shares.—£5.
Bank of China, Japan, and The Straits, Limited, ordinary shares.—Nominal.
National Bank of China, Ltd.—\$10.
National Bank of China, Ltd., Founders.—\$22.00.
Union Insurance Society of Canton, Ltd.—\$21.
China Traders' Insurance Co., Ltd.—\$72.
North China Insurance Co., Ltd.—Tls. 200.00.
Yangtze Insur. Assocn., Ltd.—\$155.
Canton Insurance Office, Ltd.—\$160.
Straits Insurance Co., Ltd.—\$18.
Hongkong Fire Insurance Co., Ltd.—\$367½.
China Fire Insurance Co., Ltd.—\$107.
Hongkong, Canton and Macao Steamboat Co. —\$28.
Indo-China Steam N. Co., Ltd.—Tls. 37.50.
Douglas Steamship Co., Ltd.—\$58.
China-Mutual Steam Nav. Co. pref. shares.—Tls. 52.00.
Perak Sugar Cultivation Co., Ltd.—Tls. 36.00.
China Sugar Refining Co., Ltd.—\$162.
Luzon Sugar Refining Co., Ltd.—\$45.00.
Sheridan Consolidated Mining and Milling Company, Limited.—Tls. 2.50.
Punjom Mining Co., Ltd.—\$4.00.
Punjom Mining Co., Ltd., pref. shares.—\$11.
Jelebu Mining & Trading Co., Ltd.—\$2.20.
Raub Australian Gold Min. Co., Ltd.—\$25.00.
Boyd & Co., Ltd., Founders.—Nominal.
Boyd & Co., Limited.—Tls. 185.00.
S. C. Farnham & Co.—Tls. 167.50.
Hongkong and Whampoa Dock Co., Ltd.—\$406½.
Shanghai & Hongkew Wharf Co.—Tls. 120.00.
Hongkong and Kowloon Wharf and Godown Company, Limited.—\$61.
Shanghai Land Investment Co., Ltd. (fully paid) —Tls. 91.00.
Hongkong Land Invest. & A. Co., Ltd.—\$75.
Kowloon Land & Building Co., Ltd.—\$19.
Humphreys Estate and Finance Co., Ltd.—\$10.
Shanghai Gas Co.—Tls. 225.00.
Major Brothers, Limited.—Tls. 3.00.
Ewo Cotton Spinning & W. Co., Ltd.—Tls. 104.00.
International Cotton Man. Co., Ltd.—Tls. 106.00.
Laou-kung-mow Cotton Spinning and Weaving Co., Ltd.—Tls. 103.50.
Soy Chee Cotton Spinning Co., Ltd.—Tls. 560.00.
Shanghai Ice Company—Tls. 120.00.
Shanghai Tugboat Co., Ltd.—Tls. 210.00.
Taku Tug & Lighter Co., Ltd.—Tls. 110.00.
Shanghai Cargo Boat Co.—Tls. 203.00.
Co-operative Cargo Boat Co.—Tls. 190.00.
Shanghai Waterworks Co., Ltd.—Tls. 305.00.
Shanghai Sumatra Tobacco Co.—Tls. 79.00.
Shanghai Langkat Tobacco Co., Ltd.—Tls. 320.00.
Shanghai Horse Bazaar Co., Ltd.—Tls. 76.00.
J. Llewellyn Co., Limited.—\$60.00.
Hall & Holtz, Ltd.—\$38.50.
A. S. Watson Co., Limited.—\$12.50.
Bell's Asbestos Eastern Agency, Ltd.—\$9.
Hongkong Electric Co., Ltd.—\$10.25.

EXCHANGE.

TUESDAY, 7th December.

ON LONDON.—

Telegraphic Transfer 2/00
Bank Bills, on demand 2/00 ½
Bank Bills, at 30 days' sight 2/00 ½
Bank Bills, at 4 months' sight 2/00 ½
Credits, at 4 months' sight 2/00 ½
Documentary Bills, 4 months' sight 2/00 ½

ON PARIS.—	
Bank Bills, on demand	2.51
Credits, at 4 months' sight	2.56½
ON GERMANY.—	
On demand	2.03½
ON NEW YORK.—	
Bank Bills, on demand	48½
Credits, 60 days' sight	49½
ON BOMBAY.—	
Telegraphic Transfer	159½
Bank, on demand	160
ON CALCUTTA.—	
Telegraphic Transfer	159½
Bank, on demand	160
ON SHANGHAI.—	
Bank, at sight	nom.
Private, 30 days' sight	nom.
ON YOKOHAMA.—	
On demand	1 % pm.
ON MANILA.—	
On demand	4 % pm.
ON SINGAPORE.—	
On demand	par
SOVEREIGNS Bank's Buying Rate	9.84
GOLD LEAF, 100 fine, per tael	52.50

FONNAGE.

SHANGHAI, 3rd December (from Messrs. Wheelock & Co.'s report).—In our issue of 19th ultimo we alluded to the probability of a fall in the London Conference rates, and this has already come to pass, commencing with a reduction of 2s. 6d. So far there has been no further decline, and whether the fall will stop at 30s. remains to be seen, but some shippers seem quite confident that they will eventually be able to ship at as low as 25s., less the customary return. Rates of freight are:—London, by Conference Lines, general cargo 32s. 6d.; waste silk 35s.; tea 32s. 6d.; Northern Continental ports, by Conference Lines, general cargo 32s. 6d.; waste silk 35s.; tea 32s. 6d.; New York via London, by Conference Lines, general cargo 40s.; waste silk 42s. 6d.; tea 40s.; Baltimore via London, by Conference Lines, general cargo 45s.; waste silk 45s. 6d.; tea 4s.; Königsberg via London, by Conference Lines, general cargo 40s.; waste silk 42s. 2d.; tea 40s.; Manchester, by Conference Lines, general cargo 45s.; waste silk 47s. 6d.; tea 45s.; Liverpool, by Conference Lines, general cargo 40s.; waste silk 42s. 6d.; tea 40s.; Hamburg, by Conference Lines, general cargo 32s. 6d.; waste silk 35s.; tea 32s. 6d. Above rates are subject to a deferred return, as per Conference circular. Havre, by Conference Lines, tallow 32s. 6d. net, general cargo 32s. 6d. net, waste silk 35s. net, tea 32s. 6d. net; Genoa, by Conference Lines, tallow 32s. 6d. net, general cargo 32s. 6d. net, waste silk 35s. net, tea 32s. 6d. net; Marseilles, by Conference Lines, tallow 32s. 6d. net, general cargo 32s. 6d. net, waste silk 35s. net, tea 32s. 6d. net. 42s. 6d. per ton of 20 cwt. for above three ports. New York, by sail, 19s.; nominal, no tonnage available. New York via Pacific, 1½ gold cents per lb. tea, 3 cents per lb. silk, \$9 per ton strawbraid; New York via Suez, 27s. 6d. per ton general cargo, 27s. 6d. tea; Boston, 35s. per ton general cargo; Philadelphia, 35s. per ton general cargo. Coast rates.—Mojito to Shanghai \$1.25 per ton coal; Nagasaki to Shanghai \$1.25 per ton coal; Newchwang to Kobe 25 cents; Newchwang to southern ports, 28½ cents; Wuhu to Canton, 16 cents.

SHIPPING.

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

HONGKONG.

December—	
2, Ask, Danish str., from Haiphong.	
2, Nanyang, German str., from Coast Ports.	
2, Ariake Maru, Jap. str., from Saigon.	
2, Taisang, British str., from Shanghai.	
2, Jacob Christensen, Norw. str., from Java.	
2, Vladimir, Russian str., from Singapore.	
2, James Drummond, Amr. sh., from Y'hama.	
2, Phra C. C. Klao, Brit. str., from Bangkok.	
3, Lyeemoon, German str., from Canton.	
3, Della, German str., from Hamburg.	
3, Alacrity, British des. ves., from Swatow.	
3, Pronto, German str., from Canton.	
3, Kalgan, British str., from Canton.	
4, Hermes, Norw. str., from Hongay.	
4, Ch'w'ashan, British str., from Bangkok.	
4, Yuensang, British str., from Manila.	
4, Kirkfield, British str., from Penarth.	
4, Hoihow, British str., from Shanghai.	
4, Thales, British str., from Taiwanfoo.	
4, Bengo, Portuguese gbt., from Macao.	
4, Onsang, British str., from Moji.	
4, Sishan, British str., from Saigon.	
4, Smit, Dutch str., from Moji.	
5, Bayern, German str., from Shanghai.	
5, Frejr, Danish str., from Haiphong.	

5, Hohenzollern, German str., from Japan.	
5, Kutsang, British str., from Calcutta.	
5, Orestes, British str., from Liverpool.	
5, Port Adelaide, British str., from L'pool.	
5, Tientsin, British str., from Chinkiang.	
5, Thekla, German str., from Hyogo.	
5, Triumph, German str., from Pakhoi.	
5, Velox, German str., from Amoy.	
5, Zweena, British str., from Sumatra.	
5, Esang, British str., from Canton.	
5, Peiyang, German str., from Canton.	
5, China, German str., from Saigon.	
6, Zafiro, British str., from Manila.	
6, Kansu, British str., from Chefoo.	
6, Hong Leong, British str., from Singapore.	
6, Hangchow, British str., from Chefoo.	
6, Taksang, British str., from Canton.	
6, Fushun, Chinese str., from Canton.	
6, Choyang, British str., from Shanghai.	
6, Kaisow, British str., from Liverpool.	
6, Saghalien, French str., from Marseilles.	
6, Melbourne, French str., from Shanghai.	
6, Skuld, Norw. str., from Tientsin.	
6, Menmuir, British str., from Sydney.	
6, Amara, British str., from Samarang.	
6, St. Catherine, Amr. bark, from Shanghai.	
6, Benvenue, British str., from London.	
6, Loksang, British str., from Canton.	
7, Sabine Rickmers, German str., from Amoy.	
7, Formosa, British str., from Tamsui.	
7, Keongwai, British str., from Bangkok.	

DEPARTURES.

2, Peiyang, German str., for Canton.	
2, Sungking, British str., for Manila.	
2, Taiyuan, British str., for Yokohama.	
2, Hailong, British str., for Swatow.	
2, Hongkong, French str., for Hoihow.	
2, Manila, British str., for Singapore.	
2, Clara, German str., for Hoihow.	
2, Fushun, Chinese str., for Canton.	
2, Ganges, British str., for Europe.	
2, Kachidate Maru, Jap. str., for Yokohama.	
2, Kinshu Maru, Jap. str., for Kobe.	
2, Lightning, British str., for Calcutta.	
2, Phra Chom Klao, Brit. str., for Bangkok.	
2, Taisang, British str., for Canton.	
2, Wingsang, British str., for Swatow.	
2, Anna Bertha, Ger. bark, for Whampoa.	
3, Agenor, Amer. an ship, for New York.	
3, Airlie, British str., for Port Darwin.	
3, Ariake Maru, Japanese str., for Kobe.	
3, Asosan Maru, Jap. str., for Saigon.	
3, Bormida, Italian str., for Bombay.	
3, Chowfa, British str., for Bangkok.	
3, Devawongse, British str., for Bangkok.	
3, Hikosan Maru, Jap. str., for Kobe.	
3, Meefoo, Chinese str., for Shanghai.	
3, Rosetta, British str., for Yokohama.	
3, Vladimir, Russian str., for Nagasaki.	
4, Abner Coburn, Amr. ship, for New York.	
4, Chusan, German str., for Kobe.	
4, Ask, Danish str., for Haiphong.	
4, Peacock, British gunboat, for Swatow.	
4, Esmeralda, British str., for Manila.	
4, Haimon, British str., for Amoy.	
4, Lyeemoon, German str., for Shanghai.	
4, Mathilde, German str., for Haiphong.	
5, Aurora, Siamese bark, for Bangkok.	
5, Kalgan, British str., for Swatow.	
5, Nanyang, German str., for Swatow.	
5, Shantung, British str., for Samarang.	
5, Hoihow, British str., for Canton.	
6, Comete, French gunboat, for Macao.	
6, Hermes, Norw. str., for Canton.	
6, Smit, Dutch str., for Canton.	
6, Tientsin, British str., for Canton.	
7, Kansu, British str., for Canton.	
7, Orestes, British str., for Shanghai.	
7, Saghalien, French str., for Shanghai.	
7, Hangchow, British str., for Canton.	
7, Choyang, British str., for Canton.	
7, Austria, British str., for Kobe.	
7, Belgic, British str., for San Francisco.	
7, Della, German str., for Yokohama.	
7, Esang, British str., for Bangkok.	
7, Peiyang, German str., for Shanghai.	
7, Velox, German str., for Cebu.	
7, Zweena, British str., for Swatow.	

PASSENGER LIST.

ARRIVED.

Per *Bayern*, from Shanghai for Hongkong, Mr. J. Gerratt; for Genoa, H. E. Lu, family and suite.
Per *Hohenzollern*, from Yokohama, Mr. W. Steinmetz, Mrs. B. H. Pratt and children, Mrs. Austen and family, Miss Williams, Miss R.

Brodmann, Miss Cabelder, Mr. and Mrs. Schwarz, Lieut. Levteff, Mr. Govdivich, Mr. Dantoni, Lieut. Polekarpow, Lieut. and Mrs. Leskoff, Lieut. Trentovius, Mrs. T. Harvey, and Lieut. P. de Rodstverry.

Per *Zafiro*, from Manila, Messrs. Gibson, H. Marek, D. Runichan and Lim Chin-kwan.

Per *Hangchow*, from Chefoo, &c., Miss and Master Loy.

Per *Saghalien*, for Hongkong from Marseilles, Mr. Julien; from Colombo, Messrs. Marsberger, Schultz, E. Greigson, R. P. Perrichon, Raat, Poliakoff, Blum, J. Rishonner, Ed. Handel, and Yoy Choo Goo; from Saigon, Mr. Vandee; for Shanghai from Marseilles, Peres Gracy, Rigoulot, and Toquet; from Colombo, Mrs. David and 3 children, Mr. Louis Poyan, Mrs. Soultier, Miss Guibal, Messrs. De Lament Castelet and Wayne; from Singapore, Messrs. A. Marangoni, Siva, and L. Bogliano; from Saigon, Mr. Fabricius; for Kobe from Colombo, Messrs. Wataube and Yamanouty; for Yokohama from Marseilles, Mr. and Mrs. d'Anathan and suite, Messrs. Corgier and Lagnille; from Colombo, Messrs. H. Yanoshi, K. Yendo, Shomji, E. Brunschwig, Horve, and Kobuyashi, Count Widenbrock, Messrs. Blot, Borgone, Koun, Chaptal, Chawen, Michel de la Beaume, and Sagon; from Saigon, Messrs. Pouponneau and Issatier.

Per *Menmuir*, from Australia for Hongkong, Messrs. Guillore, Smith, Sulva, and Gleney.

Per *Melbourne*, from Shanghai for Hongkong, Mr. and Miss Joseph, Mr. Flayelle (French Consul for Canton) and Mrs. Flayelle, Mr. and Mrs. O. Vortmann, Mr. and Mrs. Malon, Messrs. M. Marti and W. B. Jamieson, Hon. George Joliffe and Lady George Joliffe, Mr. and Mrs. Birdsall, Misses M. and Q. Cheney, and Miss Bonn.

DEPARTED.

Per *Sabine Rickmers*, for Swatow, Capt. T. M. and Mrs. O'Sullivan.

Per *Hiroshima Maru*, from Japan for Bombay, Messrs. K. Terao, J. Muzuhara, S. Hirayama, and S. Kimura.

Per *Malacca*, for Shanghai from Hongkong, Hon. J. J. Bell Irving, Mr. A. P. Stokes; from London, Mr. S. F. Saunders, Mrs. Ware; from London for Kobe, Mrs. Blackmore; for Yokohama, Mr. and Mrs. Watson, Mrs. Bent and 2 children.

Per *Ganges*, from Hongkong for Singapore, Messrs. A. Fair and Riedemann; for Colombo, Messrs. A. Priesmeyer, O. F. Overbeck, Chisley, Miss Iwicheh, for Calcutta, Mr. and Mrs. D. B. Ivison, Mr. and Mrs. W. W. Hill, Miss Mary Bratton, Messrs. Clarke, Kimball, Forristall, and Shattuck; for Ismailia, Mr. Geo. W. Robinson; for Brindisi, Mr. F. B. Smith, Mr. and Mrs. Henry Payot, Prof. Chas. Burkhalter; for Marseilles, Mr. M. G. Bowack; for London, Messrs. Geo. Munro, W. Hinde, and McIntosh; from Yokohama for Colombo, Mr. Anderson; for Bombay, Mr. P. Howard; for London, Mr. C. Prestou; from Kobe for London, Mr. A. S. Boyer; from Shanghai for Brindisi, Mr. and Mrs. S. A. Sheerkoff; for London, Messrs. Edgar Austin and A. S. Latta.

Per *Sungkiang*, for Manila, Mr. and Mrs. Rumusat, Mrs. Sanger, and Mr. T. S. Ehner.

Per *Kinshu Maru*, for Kobe, Mr. R. G. Aura.

Per *Hongkong*, for Hoihow, Mrs. O'Brien Butler.

Per *Hailong*, for Tamsui, Dr. Yamaguchi.

Per *Lightning*, for Singapore, Mrs. Stovell and child, Mrs. Chew Se and son, Mrs. Tai Yow, Mrs. Chan; for Penang, Mrs. Chung Kwai and daughter, Mr. Chan Thun; for Calcutta, Mrs. A. M. K. Napp, Mrs. M. Wood, Messrs. Hoskin, Smith, Goldskin, Chun Kung Sep, and C. M. Karanjia.

Per *Rosetta*, for Nagasaki from Hongkong, Lieut. A. House, R.N.; from London, Rev. F. W. Rowlands; for Yokohama from Bombay, Mr. D. J. Mahomed; from London, Miss Allen, and Mr. Yutaka Kano.

Per *Airlie*, for Australia, Miss Ellis, Messrs. R. E. Gill and Lonsdale and 3 children.

Per *Lyeemoon*, for Shanghai, Mr. Rombach.

Per *Meefoo*, for Shanghai, Mrs. Burton, and Mr. Chung.

Per *Haimon*, for Tamsui, Mr. S. Onra.

Per *Nanyang*, for Swatow, Mr. and Mrs. F. G. Loecherer.

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